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ABSTRACT

The collective bargaining agreement between the Board of Trustees of Washington Community College District 17 and the District 17 Association for Higher Education (AHE) is presented, covering all academic employees employed by Spokane Community College, Spokane Falls Community College, and the Institute for Extended Learning. This contract, covering the period from September 1, 1988 to August 31, 1991, deals with the following topics: bargaining agent recognition; management rights; working conditions (e.g., academic freedom, non-discrimination, right to safe working conditions, personnel files, keys, in-service training, right to due process, district staff manual, individual contracts, payment while injured, liability protection, tuition fee waiver, student complaints, copyright, and parking); workload and terms of employment; transfers and vacancies; academic employee leave policy; AHE rights; tenure; dismissal; reduction-in-force; department chair; textbook adoption; academic employee assessment; employment screening and selection procedures; insurance benefits and payroll deductions; salary schedule; salary schedule placement and movement; grievance procedures; savings clause; scope of agreement; impasse procedure; hourly contracted employees; and the duration of the agreement. Appendixes provide evaluation forms, a grievance report form, information on faculty and staff personnel, administrative procedure for dismissal, the department chair election procedure, the workload adjustment committee, and master changes for the contract. (JMC)

ED339413

Master Contract
by and between the Board of Trustees of Washington
Community College District 17
(The Community Colleges of Spokane)
and the District 17 Association for Higher Education,
September 1, 1988 - August 31, 1991.

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MASTER CONTRACT

September 1, 1988 - August 31, 1991

TABLE OF CONTENTS

ARTICLE I	RECOGNITION	1
	Section 1. Negotiation Recognition	1
	Section 2. Academic Employee Definition	1
	Section 3. Types of Academic Employees	1
ARTICLE II	MANAGEMENT RIGHTS	2
ARTICLE III	WORKING CONDITIONS	2
	Section 1. Academic Freedom	2
	Section 2. Non-Discrimination	2
	Section 3. Right to Safe Working Conditions	2
	Section 4. Individual Personnel Files	3
	Section 5. Keys	3
	Section 6. Academic Employee Lounge	3
	Section 7. In-Service Training	3
	Section 8. Rights of Academic Employees in the AHE	3
	Section 9. Right to Due Process	3
	Section 10. District Staff Manual	4
	Section 11. Individual Contracts	4
	Section 12. Payment While Injured	4
	Section 13. Liability Protection	5
	Section 14. Tuition Fee Waiver	5
	Section 15. Use of Paraprofessional Employees	6
	Section 16. Student Complaints	6
	Section 17. Academic Employees' Offices	6
	Section 18. Copyright	7
	Section 19. Parking	7
ARTICLE IV	WORKLOAD AND TERMS OF EMPLOYMENT	7
	Section 1. Assignment	7
	Section 2. Contact Hours	7
	Section 3. Implementation	9
	Section 4. Working Day	10
	Section 5. Contractual Days	10
	Section 6. Alternate Contract/Summer Quarter	10
	Section 7. Employee Responsibilities	10
ARTICLE V	TRANSFERS AND VACANCIES	11
	Section 1. Transfers	11
	Section 2. Vacancies (Full-Time Exempt Positions)	11
ARTICLE VI	ACADEMIC EMPLOYEE LEAVE POLICY (TYPES OF LEAVE)	11
	Section 1. Sick Leave	11
	Section 2. Personal Leave	13
	Section 3. Military Training Leave	13
	Section 4. Civil Duty Leave	13
	Section 5. Education Leave	14
	Section 6. Leaves of Absence	14
	Section 7. Application for Leave	14
	Section 8. Professional Leave	15
	Section 9. Return from Leaves	16

ARTICLE VII	ASSOCIATION FOR HIGHER EDUCATION (AHE) RIGHTS	16
	Section 1. Public Information	16
	Section 2. Distribution of Contract	16
	Section 3. Policies and Procedures	17
	Section 4. Official AHE Representative at Board Meeting	17
	Section 5. AHE Business	17
	Section 6. Use of Buildings	17
	Section 7. Use of Equipment and Secretarial Services	17
	Section 8. Posting of Notices	17
	Section 9. Association/Employer Committee	17
	Section 10. AHE Leave	18
	Section 11. Telephone	18
	Section 12. Bargaining Unit List	18
	Section 13. AHE Released Time	18
	Section 14. Agency Shop	18
	Section 15. AHE Office	19
ARTICLE VIII	TENURE	20
	Section 1. Statutory Requirements	20
	Section 2. Tenure Committee	20
	Section 3. Granting Tenure	21
ARTICLE IX	DISMISSAL	21
	Section 1. Dismissal of Tenured and Probationary Academic Employees	21
	Section 2. Procedure Relating to the Dismissal of Tenured and Probationary Academic Employees	21
	Section 3. Procedural Rights of Affected Academic Employees	22
	Section 4. Dismissal Review Committee	22
	Section 5. Duties and Responsibilities of the Dismissal Review Committee	23
	Section 6. Hearing Officer Appointment and Duties	24
	Section 7. Final Decision by the Board of Trustees	25
	Section 8. Appealing the Board of Trustees' Decision	26
	Section 9. Effective Date of Dismissal	26
	Section 10. Suspension	26
	Section 11. Publicity	26
ARTICLE X	REDUCTION-IN-FORCE	27
	Section 1. Sufficient Cause	27
	Section 2. Pre-Alert RIF	27
	Section 3. Procedure	27
	Section 4. RIF Units	28
	Section 5. Order of Layoff	30
	Section 6. Appeal Rights	31
	Section 7. Recall	31
ARTICLE XI	DEPARTMENT CHAIR	32
	Section 1. Selection	32
	Section 2. Duties/Responsibilities	32
	Section 3. Stipend	33
	Section 4. Meeting with Administration	33
	Section 5. Dividing or Combining Departments	33
	Section 6. Assigning Academic Employees to a Department	33

ARTICLE XII	TEXTBOOK ADOPTION	33
ARTICLE XIII	ACADEMIC EMPLOYEE ASSESSMENT	33
	Section 1. Tenured Academic Employee Assessment	33
	Section 2. Hourly Contracted Employees	35
	Section 3. Administrative Performance Evaluation of Tenured Academic Employees	35
ARTICLE XIV	EMPLOYMENT SCREENING AND SELECTION PROCEDURES	38
	Section 1. Academic Employee Screening Committee	38
ARTICLE XV	INSURANCE BENEFITS AND PAYROLL DEDUCTIONS	39
	Section 1. Benefits	39
	Section 2. Payroll Deductions	39
	Section 3. Other Deductions	39
ARTICLE XVI	SALARY SCHEDULE	40
	Section 1. Annually Contracted Salary Schedule (175 days) - Annual Rate	40
	Section 2. Remuneration for Advisors of Student Clubs and Organizations	40
	Section 3. Summer School Pay Rate	41
	Section 4. Hourly Contracted Rates	42
	Section 5. Reimbursement Schedule for Coaches and Assistants	42
ARTICLE XVII	SALARY SCHEDULE PLACEMENT AND MOVEMENT	43
	Section 1. Hiring Requirements	43
	Section 2. Placement of New Academic Employees on the Salary Schedule	43
	Section 3. Advancement Requirements	45
	Section 4. Definition of Professional Improvement Units (PIUs)	45
	Section 5. Criteria for Approval of Professional Improvement Units (PIUs)	46
	Section 6. Approval and Disapproval of Professional Improvement Units (PIUs)	46
	Section 7. Implementation	47
ARTICLE XVIII	GRIEVANCE PROCEDURE	47
	Section 1. Definition and Procedure	47
	Section 2. Time Limits	48
	Section 3. Arbitration Rules	48
	Section 4. Jurisdiction of Arbitration	49
	Section 5. Arbitrator Fees	49
	Section 6. Grievance Participation	49
ARTICLE XIX	SAVINGS CLAUSE	49
	Section 1. Applicable Federal and State Laws	49
	Section 2. Invalidation	50

ARTICLE XX	SCOPE OF AGREEMENT	50
	Section 1. Contract Supremacy	50
	Section 2. Contract Limits	50
	Section 3. Contract Closure	50
	Section 4. Contract Exclusions	50
	Section 5. Contract Effects on Academic Employee Contracts	50
	Section 6. Contract Pronoun Use	50
	Section 7. Contract Negotiation of Subcontracting	51
ARTICLE XXI	IMPASSE PROCEDURE	51
	Section 1. Utilization of Impasse Procedure	51
	Section 2. Impasse Mediation	51
ARTICLE XXII	HOURLY CONTRACTED EMPLOYEES	51
	Section 1. Delineation of Article XXII	51
	Section 2. Definition of Hourly Contracted Academic Employee	51
	Section 3. Limitations of Hourly Contracted Academic Employment	51
	Section 4. Articles and Sections Excluded for Hourly Contracted Academic Employees	52
	Section 5. Articles and Sections Included for Hourly Contracted Academic Employees	52
	Section 6. Hourly Pay Rates	53
	Section 7. Self-Support, Grants, and Contracts	53
ARTICLE XXIII	DURATION	54
	Section 1. Length of Contract	54
	Section 2. Salary/Benefits Funding	54
	Section 3. Contract Re-openers	54
	Section 4. New Contract Negotiations	54
APPENDIX A	CHAPTER II - FACULTY AND STAFF PERSONNEL	56
APPENDIX B	EVALUATION FORMS	58
APPENDIX C	ADMINISTRATIVE PROCEDURE FOR RIF	62
APPENDIX D	DEPARTMENT CHAIR	65
APPENDIX E.	GRIEVANCE REPORT FORM	67

CONTRACT

BY AND BETWEEN THE

BOARD OF TRUSTEES OF WASHINGTON COMMUNITY COLLEGE

DISTRICT 17

AND THE

DISTRICT 17 ASSOCIATION FOR HIGHER EDUCATION

This is a contract made and entered this 6th day of June, 1988, between the Board of Trustees of Washington Community College District 17 (hereafter referred to as the Community Colleges of Spokane or CCS) and the District 17 Association for Higher Education, an affiliate of the Washington Education Association and the National Education Association (hereafter referred to as the AHE). The term CCS used hereafter shall mean the Board of Trustees or its lawfully delegated representatives.

ARTICLE I

RECOGNITION

Section 1. Negotiation Recognition

The CCS recognizes the AHE as the exclusive negotiating representative for all academic employees employed by the CCS in one of the three instructional units, Spokane Community College, Spokane Falls Community College, and the Institute for Extended Learning, for the purpose of exercising all rights accorded academic employee organizations by RCW 28B.52 or any subsequent legislation.

Section 2. Academic Employee Definition

Academic employee means any teacher, counselor, librarian, or department chair who is employed by the CCS. Excluded are classified employees, student employees, the chief administrative officers, and any administrator in CCS who may be excluded by law pursuant to RCW 28B.52 or any subsequent legislation.

Section 3. Types of Academic Employees

For purposes of administering this contract, there shall be two (2) types of academic employees.

a. Annually contracted academic employees shall mean those individuals who perform full-time duties as defined in Article IV. The terms of this contract shall be fully applicable to such employees.

b. Hourly contracted academic employees shall mean all individuals not covered by a. above, including annually contracted academic employees during such time that they are performing duties beyond those required to maintain full-time status. The terms of Article XXII shall be fully applicable to such employees.

ARTICLE II

MANAGEMENT RIGHTS

The management of the CCS and the direction of the work force is vested exclusively with the CCS subject to the terms of this contract.

In order to implement the provisions of this contract, the CCS may adopt policies and procedures as appropriate, provided they do not reduce wages, hours, or terms and conditions of employment defined herein.

All matters not specifically and expressly covered by the language of this contract may be administered for its duration by the CCS in accordance with such policies and procedures as it may from time to time determine; provided, however, district-wide services and privileges generally prevailing for academic employees and not covered by this contract shall not be reduced without prior consultation with the AHE. If the AHE so requests, the matter shall be referred to the Association/Employer Committee for review.

ARTICLE III

WORKING CONDITIONS

Section 1. Academic Freedom

Institutions of higher education are conducted for the common good. The common good depends upon a free search for truth and its free expression. Hence, it is essential that the academic employee be free to pursue scholarly inquiry and to voice and publish conclusions concerning the significance of evidence that the academic employee considers relevant. The academic employee must be free from the corrosive fear that others, inside or outside District 17, because their views may differ, may threaten that academic employee's professional career or the material benefits accruing from it. Therefore, there shall be no restraints which would impair the employee's ability to present subject matter in this context.

Each academic employee is entitled to freedom in the instructional setting in presenting the subject that he teaches. Each academic employee shall be free from institutional censorship or discipline when that academic employee speaks, writes, or acts, as long as he exercises academic responsibility in the instructional setting.

Section 2. Non-Discrimination

Academic employees shall be entitled to full rights of citizenship. There shall be no discrimination with respect to the employment of any person because of such person's age; sex; marital status; race; creed; color; national origin; domicile; political activity or lack thereof; or the presence of any sensory, mental, or physical handicap. The only prohibition against hiring an academic employee with a sensory, mental, or physical handicap shall be based upon bone fide occupational qualifications which prevent the proper performance of the academic employee's job. The occupational qualifications shall be approved by the Washington State Human Rights Commission.

Section 3. Right to Safe Working Conditions

Academic employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being or the health, safety, or well-being of students. Academic employees shall report unsafe working

conditions to their unit safety officer and shall abide by all safety rules and regulations which from time to time may be promulgated by the CCS. Emergency procedures relating to safety and health issues will be periodically updated and communicated to the academic employees.

Section 4. Individual Personnel Files

a. The CCS shall keep no secret files.

b. The personnel file shall be open for inspection by the academic employee.

c. The academic employee will be given a copy of any adverse material which is to be placed in his file at the time it is forwarded to the Personnel Department. Any such material not given to an academic employee shall not be utilized against the employee in any disciplinary action. The academic employee may append his comments to any such material placed in his file.

d. Another person, at the academic employee's request, may accompany the employee at a review of his file.

Section 5. Keys

The CCS agrees to provide to each academic employee the required key(s) necessary to perform the individual's job. Should an individual misplace or lose a key, he must report this fact to the college president's office or to the appropriate administrator.

Section 6. Academic Employee Lounge

Academic employees shall have access to a lounge at each college reasonably close to their work site. At this time, some buildings do not have lounges. The CCS, in future building or expansion programs, shall provide lounge and restroom facilities in accordance with applicable statutory requirements.

Section 7. In-Service Training

Required in-service courses shall be provided at no cost to the academic employees. Such in-service training shall not be required on holidays, weekends, or before 8:00 a.m. or after 6:00 p.m.

Section 8. Rights of Academic Employees in the AHE

a. Academic employees of the CCS who are represented by the AHE shall have the right to freely organize, join, and support the AHE for the purpose of engaging in negotiations and other related activities authorized by RCW 28B.52 or any subsequent legislation.

b. The CCS shall not directly or indirectly discourage or deprive or discriminate against any academic employee with respect to hours, wages, or any other terms or conditions of employment by reason of membership or non-membership in the AHE or participation in any grievances, complaints, or proceedings under this contract.

Section 9. Right to Due Process

No academic employee shall be reprimanded, disciplined, or reduced in compensation without just cause. In any event, any charges which are made shall be reduced to writing and made available to the academic employee. An academic employee shall

have the right to have one AHE representative of his choice present at any meeting wherein the employee believes he may be reprimanded, disciplined, or denied rights available under this contract. Nothing herein shall be construed to preclude appropriate administrators from attempting to resolve problems with an academic employee in confidence. This section shall not be applicable with respect to matters handled in accordance with Articles VIII, IX, and X.

Section 10. Handbook

All full-time academic employees shall be supplied a copy of the District Staff Manual.

Section 11. Individual Contracts

a. The CCS shall provide each annually contracted academic employee an individual contract in conformity with Washington state law; State Board for Community College Education regulations; CCS policies, rules, and regulations; and this contract. An original and a copy to be retained by the academic employee shall be provided no later than May 15 preceding the applicable academic year. Each academic employee who intends to return to employment shall so notify the CCS by signing the individual contract and returning it no later than fourteen (14) days after its issuance. The academic employee shall sign all copies of the contract and return them to the Personnel Department with the exception of the employee's copy. Failure to sign and return the contract shall indicate that the academic employee does not intend to return to the tenured or probationary appointment and no longer desires to be employed by the CCS.

b. Should the CCS issue contracts prior to the conclusion of negotiations, such contracts shall be based on the academic employee's salary currently in effect, together with the inclusion of a rider specifying that salaries will be adjusted consistent with the conclusion of negotiations. A copy of any rider will be retained by the academic employee.

c. Annually contracted academic employees will be paid pursuant to applicable OFM regulations.

d. Annually contracted academic employees may elect to have their semi-monthly (10-month) salary deposited into a special account which will be distributed over twelve (12) months.

Section 12. Payment While Injured

Whenever an academic employee is absent from employment and unable to perform duties as a result of injuries sustained in the course of employment, the CCS will grant the injured employee a leave of absence with contract pay for a period not to exceed one (1) calendar year, as provided for hereafter. During such a period of disability, the academic employee may utilize his sick leave to compensate for the difference in the amount of state compensation and his regular salary to the limits of his accrued sick leave account. His sick leave account will be a pro rata based upon salary paid and shall be reduced in the same ratio as the payout bears to his total salary. All benefits such as salary, retirement, social security, and sick leave shall be maintained on a pro rata basis. Salary placement and movement shall not be affected by time loss due to the provisions of this section.

Section 13. Liability Protection

The CCS agrees to save academic employees harmless and defend from any financial loss, including reasonable attorney's fees, for actions arising out of any claim, demand, suit, criminal prosecution, or judgment by reason of any act or failure to act by such employees within or without the CCS, provided such employees, at the time of the act or omission complained of, were acting within the scope of employment or under the direction of the CCS as provided below.

a. As provided for in RCW 28B.10.842, whenever any action, claim, demand, suit, criminal proceeding, judgment, or proceeding is instituted against an academic employee arising out of the performance or failure of performance of duties for the CCS, within or without the CCS facilities, the Board of Trustees shall grant a request by an academic employee that the attorney general be authorized to defend said action, claim, demand, suit, or criminal proceeding, and the cost of defense of said action shall be paid from the appropriation made for the support of the CCS, provided the Board of Trustees has made a finding and determination by resolution that the academic employee was acting in good faith. If the Board of Trustees is unable to reach any decision on the matter, the attorney general is authorized to grant a request.

b. When a request for defense has been authorized, then any obligation for payment arising from such an action, claim, or proceeding shall be paid from the Washington State's Tort Claims Revolving Fund pursuant to the provisions of RCW 4.92.130 through 4.92.170 as now existing or hereafter amended.

Section 14. Tuition Fee Waiver

The CCS shall waive tuition and fees for full-time (as defined in Article I, Section 3.a.) academic employees subject to RCW 28B.15.535 and to the following conditions:

a. Eligible academic employees will be required to pay a $5 tuition fee waiver per quarter plus any special course fees (e.g. laboratory fees) and the registration fee.

b. Eligible academic employees may enroll in classes on a space-available basis only. Registration will take place for academic employees wishing to participate after the close of the last open enrollment period each quarter. During the first week of classes, a student wishing to enroll in a class who pays full fees may bump the academic employee from the course. Academic employees will not be allowed to register for a class which is already filled to the established class capacity.

c. Courses for which special fees are charged (e.g. self-supporting), referred to in WAC 131-28, "Tuition and Fee Charges," are not covered. An academic employee wishing to participate in such an activity must pay the full fee.

d. Procedures will be set up with the college registration offices to record enrollment information for academic employees participating under this program. This information will be kept separate from other student enrollment and excluded from budget-related statistics.

e. Reassigned time, not to exceed five (5) weekly hours per quarter, may be utilized in unusual circumstances upon the approval of the assistant dean or appropriate administrator.

f. Courses taken under the provisions of this section shall apply for salary advancement purposes consistent with the guidelines of Article XVII.

g. There is no limit regarding the number of courses per quarter an academic employee may take.

Section 15. Use of Paraprofessional Employees

In the event the CCS utilizes paraprofessional employees, the following conditions shall apply:

a. Paraprofessionals shall not be assigned professional teaching responsibilities;

b. Any direct instructional activities performed by the professional shall be under the direction of the academic employee;

c. Disputes regarding whether a CCS employee is an academic employee or a paraprofessional shall be referred to the Employer/Association Committee, and if not resolved, such matters shall be referred to the Higher Education Personnel Board; and

d. The AHE shall be notified of all instances where paraprofessionals are employed by the CCS.

Section 16. Student Complaints

No action shall be taken upon any complaint by a student directed toward any academic employee nor shall any notice thereof be included in said employee's personnel file without appropriate investigation and consultation with the affected employee. Material relating to such complaints may be placed in the academic employee's personnel file only in accordance with Sections 4. and 9. of this article.

Section 17. Academic Employees' Offices

The CCS is committed to providing office space for academic employees. Providing office space will be given a priority in all new buildings or remodeling of current space whenever practical.

Subject to and limited by current physical space for academic employee offices, the supervisory administrator will be guided by the following procedures in the priority and assignment of office space.

a. Annually contracted academic employees will have first priority for assignment of available office space.

b. Hourly contracted academic employees will have second priority for assignment of available office space; the hourly contracted employees teaching the greatest number of hours will be given priority consideration.

c. All academic employees will have the option to have access to their classrooms, any other classrooms, or conference rooms prior to and after their class meeting time for office purposes, provided that said room is not otherwise assigned and is available for such use.

d. Every reasonable effort will be made to assign academic employees office space as close as practical within reasonable proximity to their discipline, teaching, or work site and to provide accessibility to students and facilitate the performance of other assigned and related responsibilities.

e. The CCS reserves the right to reassign office space to meet changing circumstances in accordance with d. above and to reassign office space for those academic employees who are on an approved leave for any purpose if said leave is in excess of thirty (30) working days. Upon return, the academic employee will be assigned the same or similar office space.

f. Academic employees who are reassigned office space in accordance with these procedures will be responsible for the removal and storage of their personal property.

Section 18. Copyright

Board policy 2.70.00, "Copyright Ownership," as adopted March 10, 1983, is hereby incorporated into this contract by this reference and is attached hereto as Appendix A.

Section 19. Parking

Academic employees shall be assigned a specific parking lot with adequate parking spaces at $24 per year. Further, the CCS will develop and enforce stricter parking regulations to ensure academic employee parking will be used only by academic employees. Implementation will be completed by winter quarter 1989.

ARTICLE IV

WORKLOAD AND TERMS OF EMPLOYMENT

Section 1. Assignment

The deans will make workload assignments consistent with the terms of this article.

Section 2. Contact Hours

Full-time workloads for academic employees shall be in accordance with the following:

Mode of Instruction	Normal Wkly Contact Hrs *	Annualized Hrs (F/W/S)	Minimum Wkly Office Hrs (Spread approx. evenly among the work days)
1. General Lecture/Discussion Including but not limited to: Drama, English, Speech, Ma..., Social Studies, First Aid, Safety, Foreign Language	15	45	10

Mode of Instruction		Normal Wkly Contact Hrs *	Annualized Hrs (F/W/S)	Minimum Wkly Office Hrs (Spread approx. evenly among the work days)
2. Lecture/Lab				
a. Agriculture Business, Law Enforcement, Natural Resources, Nursing, Life Science, Chemistry, Physics, Horticulture		18	54	10
b. Allied Health, Agriculture Production, Visual Media Technology, Radio		22	66	5
3. Shop-Lecture/Lab Musical Instrument Service/ Repair, Photography, Trade & Industrial, Library Technician, T.V., Cooperative Work Studies, Supermarket Checker Training, Developmental Education**		28	84	Included in weekly hours
4. Others				
a. Phys. Ed., Business & Office Occupations, Music, Visual Arts, Human Services	Lecture	15	45	10
	Non-Lecture	20	60	5
b. Math Center, Communications Learning Center, Business Math Computer Center		23	69	5
c. Counseling, Library, Media Specialist, Occupations Specialist, Minority Affairs Specialist, Small Business Management, Farm Management		An average of 35 hours per week.		

* Normal weekly contact hours are increased by a factor of 1.375 for the shortened summer quarter.

** Adult Education Center (AEC) only.

Section 3. Implementation

In implementing Section 2. above, the following conditions shall apply.

a. An academic employee in two (2) or more modes of instruction will have workload computed on a pro rata basis. Team-teaching assignments shall also be based on a pro rata basis.

b. Programs or disciplines not specifically assigned to a mode of instruction category shall be assigned to the appropriate mode category by the Chief Executive Officer after consultation with the AHE

c. Academic employees shall not be required to substitute as part of their normal assignments. Payment for substitute activities shall be in accordance with the hourly rate of pay, provided such activities are assigned and authorized in advance by the dean or his designee. Nothing herein shall be construed to preclude voluntary substitution or to require the use of substitutes by the CCS.

d. The contact hours required to constitute a full load shall be computed on an annual basis; provided, however, no quarterly assignment shall exceed the established normal weekly contact hours by more than five (5) weekly contact hours without agreement of the academic employee; provided further, the annual hours may be exceeded by up to five (5) weekly contact hours in any academic year in which the average quarterly student contact hours are less than two hundred and twenty-five (225) using the tenth-day enrollment.

e. Assignments in excess of the maximum annual hours shall be on a voluntary basis and shall result in such excess being paid at the hourly rate. The maximum described herein may be exceeded without compensation when requested by the academic employee and approved by the appropriate dean. The AHE shall be advised of such instances.

f. Independent study, special problems, practicums, and supervised work experience shall normally not be included in workload computations. Exceptions shall be made upon recommendations of the Association/Employer Committee and approval of the Chief Executive Officer.

g. All reassigned time resulting in less than the normal quarterly contact hours per week being accomplished requires the advanced approval of the college president or executive dean.

h. Full-time academic employees will be given preference for part-time assignments in summer and evening school within their respective administrative units, provided academic qualifications, previous teaching experience of the course(s), department rotation systems, and budgets are considered. The administration shall make the final selection based upon this criteria.

Summer school assignment shall normally be less than a full load, except in block programs, in order to provide opportunity to more academic employees. Summer course offerings shall be established based on student needs and sound scheduling practices rather than on which academic employee are available to teach.

Section 4. Working Day

For instructional employees, morning, afternoon, and evening shall each be considered a time block. Such academic employees will not be assigned to more than two (2) consecutive time blocks in any one (1) day unless required to maintain a full load. When such scheduling is required, assignments shall be given to those academic employees with least seniority, provided qualifications are equal as determined by the appropriate administrator. Any dispute regarding such assignment shall be referred to the Association/Employer Committee.

When courses are cancelled after the schedule is published, the affected academic employee may be assigned a split shift to complete the employee's workload.

This section does not preclude voluntary assignments.

Section 5. Contractual Days

The number of contracted days required of academic employees for an annual contract shall be one hundred and seventy-five (175) as scheduled in the approved college calendar. Scheduling of such days shall be approved by the Board of Trustees, after considering recommendations from the District Calendar Committee. Additional calendars may be approved for non-traditional programs. The one hundred seventy-five (175) day assignment for academic employees in the Mode of Instruction category 4.c. may be different than those days in the academic calendar upon mutual agreement between the academic employee and the executive dean or the college president. In departments such as nursing, where state legislation, professional licensing, or curriculum requirements require a four (4)-quarter curriculum, the one hundred and seventy-five (175) days may be assigned to include the summer quarter. In such instances, each summer day shall be counted as 1.375 days. Such assignments shall be made on a case-by-case basis by mutual agreement of the annually contracted academic employee and the executive dean or the college president.

Section 6. Alternate Contract/Summer Quarter

Upon mutual agreement between a tenured academic employee and the appropriate administrator(s), summer quarter may be worked in lieu of a regular quarter. In such instances, weekly contact hours shall be adjusted to reflect the summer schedule, and compensation shall be the same as if the regular quarter had been worked. The academic year begins with the summer quarter; thus, the academic employee would be assigned to work the summer quarter of that year plus two more quarters.

Section 7. Academic Employee Responsibilities

Academic employees are expected to be on campus, at a center, or otherwise engaged in professional responsibilities an average of thirty-five (35) hours per week. Such assignments may include, but are not limited to, district, division, department, or general faculty meetings; in-service training; curriculum development; academic advising; club advising; workshops or seminars (including preparation time); and serving on district or college councils or committees. Noninstructional days shall include at least the same number of hours on campus or at an authorized location as would be required on an instructional day.

ARTICLE V

TRANSFERS AND VACANCIES

Section 1. Transfers

Any academic employee desiring a transfer or reassignment within District 17 or on either campus shall follow the following procedures through the CCS Personnel Department.

a. The academic employee shall complete a request form one (1) quarter in advance, which shall be kept on file until the first day of the ensuing academic year or quarter.

b. The Chief Executive Officer or his designee shall notify in writing each academic employee of his transfer or reassignment prior to the beginning of the quarter. Excluding emergencies, such notice shall be at least twenty (20) calendar days.

c. The parties recognize that involuntary transfer may occur within their areas of qualification.

d. The AHE president or his designee shall be notified of all transfers and requests for transfer.

Section 2. Vacancies (Full-Time Exempt Positions)

To assure that academic employees are given every consideration in filling any vacancies or newly created positions that occur at any time within the CCS, the following procedures shall be used.

a. Vacancies and new positions shall be posted throughout District 17 and on both colleges at the same time they are made available to the general public and a copy forwarded to the AHE president or designee.

b. The notice of a vacancy or a new position shall clearly set forth the qualifications for the position and the procedure for applying.

c. Vacancies or new positions shall be filled on the basis of qualifications for the position and with full consideration of the CCS Affirmative Action program.

ARTICLE VI

ACADEMIC EMPLOYEE LEAVE POLICY (TYPES OF LEAVE)

Section 1. Sick Leave

a. Newly hired annually contracted academic employees shall be granted twelve (12) days of sick leave commencing with the first day on which work is to be performed.

Sick leave shall be accrued after the first three-quarter (3/4) period of employment on the basis of one (1) day per calendar month in which a contracted day was worked.

For the purposes of this article only, seven (7) hours of sick leave will be deducted for a full day of sick leave. Requested leave of less than seven (7) hours shall be deducted on a pro rata basis.

b. Accrued sick leave shall be allowed for time not worked due to illness, injury, medical appointment, disability (including pregnancy and childbirth), bereavement, emergency, and adoption under the following conditions.

1. Sick leave shall be granted when illness or injury has incapacitated the academic employee from performing his duties.

2. Sick leave shall be granted when an academic employee has been exposed to a contagious disease during such period as attendance on duty would jeopardize the health of fellow employees or the public.

3. Sick leave shall be granted for the purpose of medical, dental, or optical appointments, if arranged in advance with the appropriate administrator.

4. Sick leave shall be granted for a reasonable period to an academic employee who is precluded from performing his duties because of disability (including those related to pregnancy or childbirth).

5. Sick leave may be granted for condolence (for one who has suffered loss or bereavement).

6. Sick leave shall be granted because of emergencies caused by serious illness or death in the immediate family of the academic employee that require the assistance of the employee in circumstances arising from the care of the patient or arrangements for the deceased (immediate family is defined as spouse, children, mother, father, parents-in-law, foster parents, brothers, sisters, grandparents, or anyone living in the home permanently). Such leave shall not exceed five (5) days per instance unless out-of-state travel is required.

   Emergency shall be defined as problems for which preplanning is not possible and shall not be used for holiday or recreational purposes.

7. Sick leave shall be granted to assist a disabled spouse or child for a short term. For the purpose of this section, "short term duration" shall mean up to five (5) working days which may be extended to ten (10) working days, depending on the specific case with the approval of the appropriate administrator.

8. Sick leave may be used for the purpose of adoption not to exceed thirty (30) days.

c. All sick leave shall be reported to the appropriate administrator at the beginning of any sick leave and daily thereafter unless prearranged. A licensed health care provider's statement may be required regarding any illness, injury, or disability leave after the third consecutive day. The CCS may request a second opinion of the medical diagnosis at the CCS's expense.

d. An annually contracted academic employee will receive full pay and benefits for each contracted day of sick leave up to his accrued number of leave days. Leave days taken beyond the accrued number of days shall be without pay or benefits. Leave without pay shall be deducted from the annual salary at the per diem rate times the number of days without pay. The per diem rate is the annual contract amount divided by the annual contract days.

e. An academic employee must be on paid status one (1) day per month in order to receive medical and retirement benefits for that month. Up to four (4) days sick leave may be retained in the academic employee's sick leave account to be used at the rate of one (1) day per month up to a maximum of four (4) months in order to remain on paid status during those four (4) months.

f. When an annually contracted academic employee has exhausted his leave account, leave without pay shall be granted up to 180 calendar days. Whenever possible, the academic employee shall attempt to return at the beginning of a quarter. Additional leave without pay may be requested under Section 7. Leave of Absences.

g. Pursuant to applicable statute, each annually contracted academic employee's portion of unused sick leave allowance shall accumulate from year to year without limit.

h. Academic employees may cash in unused sick leave days above an accumulation of sixty (60) compensable days at a ratio of one (1) full day's pay for each full four (4) accumulated compensable sick leave days consistent with the following rules:

1. Days cashed in on January 1 of each year shall be limited to any compensable days earned the previous calendar year less sick leave days actually utilized during such period;

2. Days cashed in upon death or retirement shall include all compensable days as herein defined which have not previously been cashed in, but retirement shall not include "vested out-of-service" academic employees who leave funds on deposit with the retirement system; and

3. All days utilized shall be first charged to the compensable account.

i. No combination of circumstances shall result in more than one (1) compensable day being earned per month.

Section 2. Personal Leave

Three (3) personal leave days may be taken with pay per year, provided no more than two (2) days be taken in any one quarter and, provided further, student assignments are given and there is no additional cost to the CCS.

Section 3. Military Training Leave

Academic employees shall be entitled to leave with pay not to exceed fifteen (15) calendar days in any one (1) calendar year for active duty in the National Guard, Army, Air Force, Marine, Coast Guard, or Naval Reserve Forces of the United States for annual field training or otherwise discharging reserve obligations.

Section 4. Civil Duty Leave

Academic employees shall receive time off with pay for required appearances in court or hearings resulting from a call to jury duty or subpeona to appear to testify where the academic employee is not personally involved in the action as the plaintiff, the defendant, or the object of the investigation. Where the academic employee is

personally involved, leave with pay may be granted under Section 6. Leaves of Absence of this contract. Where civil duty leave is granted, any remuneration received for such appearances, less travel costs, shall be endorsed to the CCS.

Section 5. Education Leave

a. Leave with pay may be allowed at the discretion of the college president or executive dean to enable academic employees to make visitations to observe methods, approaches, and techniques for the purpose of coordinating programs and improving instruction and/or service to students. The CCS may pay the expenses incurred by such visitations to the extent authorized by law and other applicable regulations.

b. Academic employees may attend at the discretion of the college president or executive dean state, regional, and national meetings or conferences of their academic disciplines or occupational specialties. The CCS may pay the expenses incurred by such visitations to the full extent authorized by state laws and local regulations as now existing or hereafter amended.

Section 6. Leaves of Absence

a. Leaves of up to one (1) year without pay will be granted academic employees for such purposes as study, travel, teaching in another district, working in a professionally related field, association or association-related business, maintenance of physical or mental health, recuperation, or childrearing provided:

   1. a qualified replacement is available for the time period to be covered by the leave,

   2. such leave will not unduly disrupt the functioning of the department, and

   3. the request for leave is submitted at least one (1) quarter in advance.

b. A leave of absence without pay for one (1) year entitles an academic employee to any applicable salary increment. Upon return from leave, the academic employee shall be placed in the position last held or in a similar position in the CCS.

c. Early return from leave of absence may be permitted as long as the return does not unduly disrupt the functioning of classes and the department.

d. Upon request by the academic employee, a leave of absence may be renewed for a period up to one (1) additional year, provided the provisions in a. above are met. The CCS will issue annual contracts to faculty on one-year leave by March 15; these must be returned to the Personnel Department by April 1.

e. If the request for a leave of absence is denied through the normal administrative channels, the affected academic employee may request a review for reconsideration by the Chief Executive Officer within twenty (20) calendar days after the denial.

Section 7. Application for Leave

Applications for leaves or the return from leave covered by Sections 1. through 6. above will be submitted to the respective college president or executive dean through normal administrative channels and subsequently filed with the personnel director.

Section 8. Professional Leave

a. There shall be three (3) types of professional leave:

1. Retraining Leave - Tenured academic employees who, because of program change, reduction, or termination, cannot be effectively assigned may request funds for retraining leaves not to exceed two (2) years. Such requests shall have priority over other leaves and shall be granted before sabbatical or return-to-industry leaves.

   The AHE shall be involved in all negotiations concerning the terms and conditions of this type of leave.

2. Sabbatical Leave (Educational Leave) - Tenured academic employees having completed at least seven (7) or more years of full-time employment with the CCS may be granted sabbatical leave.

3. Return-to-Industry Leave - Tenured academic employees having completed seven (7) or more years of full-time employment with the CCS may be granted return-to-industry leave.

   Full-time summer employment and up to two (2) years' previous teaching or work experience may apply to the seven (7) years' requirement of sabbatical and return-to-industry leaves.

b. Compensation for professional leave shall be approved by the Chief Executive Officer provided the salary paid to leave participants plus the amount paid to replacements of such participants shall not exceed one hundred and fifty (150) percent of the total amount of money which would have been spent if the participants had not been on leave. The number of academic employees to be on leave in any year shall not exceed four (4) percent of the annually contracted academic employees for that year.

   Compensation for professional leave shall not result in reimbursement exceeding the lesser of seventy-five (75) percent of the average of the highest quartiles of a rank order of salaries of all annually contracted academic employees holding academic year contracts or seventy-five (75) percent of the academic employee's annual salary.

c. 1. Requests for professional leave must be submitted on or before January 15 to the personnel director with a copy to the appropriate college president or executive dean. The final decision on awarding of professional leave will be made by the Chief Executive Officer. Notification to applicants will be made by March 15. Upon approval of such leaves, contractual agreements will be executed between the CCS and the academic employee specifying the length and all conditions of the leave. Failure to meet conditions so specified shall result in all or partial reimbursement of the leave stipend to the CCS.

2. Up to three (3) consecutive quarters of professional leave may be granted to eligible academic employees.

3. The applicant's plans for professional leave and the demonstrated resources and ability to carry them out will be major factors in evaluating requests for professional leave.

4. Recipients of professional leave must agree in writing to return to CCS employment upon completion of the leave for a period equal to the length of the leave granted. If the recipient (barring factors beyond his control) does not return to CCS employment at the agreed upon time, the recipient will refund all pay received during the leave period.

5. The recipient of professional leave may request additional leave without pay beyond the professional leave period. Approval for any additional leave period must be obtained at least one (1) quarter prior to scheduled return from the appropriate college president or executive dean. The college president or executive dean will stipulate the terms upon which additional leave may be granted.

6. Recipients of professional leave will submit a written report and/or evaluation concerning their professional leave activities to the Board of Trustees. One (1) copy of this material may be forwarded to each college library for cataloging and circulation.

7. A suitable assignment will be provided to academic employees returning from retraining leave, within enrollment and fiscal limitations. In the event a suitable assignment cannot be made, the academic employee will not be expected to repay salary paid to him during the leave.

8. An academic employee on professional leave earns full credit toward available medical and retirement benefits and annual increments.

Section 9. Return from Leaves

Except as otherwise provided in this contract, a contracted academic employee returning from leave covered by this article will be allowed to return to the same or a comparable contracted position. It is understood the position must be one for which the academic employee is qualified. An academic employee on leave is considered an active employee.

ARTICLE VII

ASSOCIATION FOR HIGHER EDUCATION (AHE) RIGHTS

Section 1. Public Information

The CCS agrees to furnish the AHE access to all public information in accordance with the Public Information Act. Nonconfidential material relating to the Board of Trustees agenda will be furnished to the AHE prior to board meetings. The CCS will furnish the AHE the names and addresses of all bargaining unit employees prior to October 30 of each year.

Section 2. Distribution of Contract

Within thirty (30) days following ratification and signing of this contract, the CCS shall print and distribute to all academic employees copies of this contract. The style and format of the contract shall be mutually determined by the Board of Trustees and the AHE prior to the district printing of the contract. Thirty (30) additional copies shall be provided to the AHE. All academic employees new to the CCS shall be provided a copy of the CCS/AHE contract by the CCS upon issuance of their individual employment contracts, and the CCS/AHE contract shall be available to all applicants for academic employee positions. A camera-ready copy shall be prepared by the CCS. All other costs for publication of the contract shall be shared equally by the AHE and the CCS.

Section 3. Policies and Procedures

a. All CCS policies, procedures, and regulations not covered in this contract shall be mailed to the AHE within ten (10) days after adoption by the Board of Trustees.

b. All proposed CCS WACs shall be distributed to the AHE when the notice to adopt is distributed.

Section 4. Official AHE Representative at Board of Trustees' Meeting

The AHE may have three (3) representatives in addition to the AHE president who attend all public meetings of the Board of Trustees with released time.

Section 5. AHE Business

Duly authorized representatives of the AHE shall be permitted to transact official AHE business on CCS property, provided it does not disrupt the orderly conduct of educational processes.

Section 6. Use of Buildings

The AHE and its representatives shall have the right to use the CCS's buildings for meetings. No charge shall be made for the AHE's use of CCS rooms. The AHE agrees that such use of premises shall not take priority over normal uses nor interfere with the operation of the CCS.

Section 7. Use of Equipment and Secretarial Services

CCS-owned or -rented office equipment may be used by the AHE for its own purposes in accordance with the equipment rental schedule of the CCS to the extent permitted by law. The AHE shall have the right to use other equipment at reasonable times for a nominal charge when such equipment is not in use. The AHE shall pay the actual costs of photocopies, long-distance telephone calls, mailing costs, supplies, and materials used. The AHE shall reimburse the CCS for the actual cost of designated secretarial services used for AHE purposes during working hours. The AHE and the designated secretary(s) shall jointly record the amount of time spent, and reimbursement shall be made monthly. The AHE agrees that such use of the above shall not take priority over normal uses nor interfere with the operation of the CCS.

Section 8. Posting of Notices

The AHE and its affiliates shall have the right to post notices of its activities and matters of AHE concern on CCS bulletin boards. The AHE may use academic employee mailboxes for communications, including mass distribution.

Section 9. Association/Employer Committee

Both parties agree that their representatives shall meet upon request at a mutually agreeable time, place, and date for the purpose of reviewing implementation of this contract and other areas of mutual concern. The meetings are not intended to bypass the grievance procedure and shall not constitute an invitation to continuously renegotiate the provisions of this contract. Both parties shall submit an agenda of items they wish to discuss. Neither party shall have any control over the selection of the representation of the other party. It is agreed that neither party shall have more than four (4) representatives at such meetings. It is further agreed that nothing in this

section shall be construed to obligate either party to modify, limit, restrict, or reduce its rights or prerogatives as outlined elsewhere in this contract.

Section 10. AHE Leave

Academic employees may be granted at the discretion of the college president or executive dean short-term leaves to attend state and national meetings of the recognized bargaining unit organization or its affiliates if they serve as officers, members of committees or commissions, speakers, or panelists, or if they are representatives of their local unit at such meetings at no cost to the CCS provided their classes are adequately covered. Arrangements shall be made with the college president or executive dean at least five (5) days prior to the meetings or as soon as possible if the academic employee has had less than one (1) week's notice of the meeting. The request will be submitted to the appropriate administrator for final approval.

Section 11. Telephone

The CCS agrees to provide the AHE president with a telephone in his office if the office is not already equipped.

Section 12. Bargaining Unit List

The CCS will continue to furnish the AHE with the names, salary schedule placement and/or hourly rate, and RIF lists for each academic employee now or hereafter employed by the CCS.

Section 13. AHE Released Time

a. To facilitate the problem-solving process, the CCS agrees to provide up to one-third (1/3) released time for the AHE president. The amount and scheduling of released time shall be set each quarter by mutual agreement of the AHE president and the Chief Executive Officer.

   The AHE shall have the right to reimburse the CCS for additional released time.

b. Up to fifteen (15) additional contract days and/or released days at the full-time contract rate shall be available to the AHE for its use. Application for such leave shall be handled in accordance with Article VII, Section 10.

c. During the spring quarter when the entire contract is open for negotiation, the CCS shall provide one third (1/3) released time for a maximum of five (5) negotiators. Negotiators on released time shall be assigned to scheduled morning classes to minimize disruption of the educational process.

Section 14. Agency Shop

a. General Provisions

   In accordance with RCW 28B52 all annually contracted academic employees on or after the thirtieth (30th) day following the beginning of employment or the effective date of this provision, whichever is later, shall, as a condition of employment or of continued employment, become a member of the AHE or pay a representation fee equal to the periodic dues uniformly required as a condition of acquiring or retaining membership in the AHE to reimburse the AHE for the

expense of representing members of the bargaining unit. Nonmembers shall be neither required nor allowed to make political (Pulse or NEAPAC) deductions.

b. AHE Membership

Upon filing with the CCS the voluntary written authorization of a bargaining unit academic employee under this chapter, the AHE shall have the right to have deducted from the salary of the bargaining unit academic employee the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the AHE. Such academic employee authorization shall not be irrevocable for a period of more than one year. Such dues and fees shall be deducted from the pay of all academic employees who have given authorization for such deduction, and shall be transmitted by the CCS to the AHE or to the depository designated by the AHE.

c. Representation Fee

For academic employees who do not voluntarily join the AHE, the CCS shall enforce this section by deducting a representation fee from the salaries of bargaining unit academic employees and shall transmit such funds to the AHE or to the depository designated by the AHE

d. Religious Exemption

Upon appropriate determination, an academic employee who asserts a right of nonassociation based on bona fide religious tenets or teachings of a church or religious body of which such academic employee is a member shall pay to a nonreligious charity or other charitable organization an amount of money equivalent to the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the employee organization. The charity shall be agreed upon by the academic employee and the AHE. The academic employee shall furnish written proof that such payments have been made. If the academic employee and the AHE do not reach agreement on such matter, the commission shall designate the charitable organization.

e. Hold Harmless

The AHE agrees to indemnify the CCS and hold it harmless against any and all suits, claims, demands, and liability for damages or penalties that shall arise out of or by reason of any complying with the foregoing provisions of this section.

f. Membership Withdrawal

Any academic employee may terminate his membership in the AHE between August 1 and August 31 of each year by notifying the CCS and the AHE in writing of this decision.

g. Scope

The above is intended to be a full agency shop provision in accordance with RCW 28B52 and nothing herein shall be construed as a "grandfather" provision.

Section 13. AHE Office

Subject to space available, the CCS will provide space for an AHE office. The AHE will reimburse the CCS at the CCS's prevailing rental rate.

ARTICLE VIII

TENURE

Section 1. Statutory Requirements

A system of tenure shall be maintained in accordance with all applicable statutory requirements as now existing or hereafter modified.

Section 2. Tenure Committee

In administering the provision of Section 1. above, the following conditions shall apply.

a. The college presidents will establish appropriate tenure review committees to which probationary academic employees will be assigned. Each tenure review committee shall be comprised of five (5) persons, three (3) of whom shall consist of tenured academic employee representatives of the disciplines for which tenure review committees have been established, pursuant to this section; provided, however, each academic employee so appointed shall have at least three (3) years' community college teaching experience at the time of his appointment. Said appointees shall be chosen by majority vote at a special meeting of the academic employees acting in a body prior to October 15 of the regular college year. Nominations of appointees shall come from each department and be filed at least ten (10) days prior to the special meeting for elections. Where a discipline does not have academic employees to meet this test, the probationary members of the discipline will select by majority vote three (3) tenured academic employees at large. Additionally, each tenure review committee shall consist of one (1) administrative appointee designated by the college president no later than October 15 of a regular college year. The fifth member shall be a full-time student chosen by the Associated Students of Spokane Falls Community College and Spokane Community College, respectively, in such a manner as the members of the Associated Students of the respective colleges shall determine. Such appointment shall be made no later than October 15 of each year, and student members shall only sit on review committees of their particular community college. Each tenure review committee shall choose its own chair and meet at the call of the chair when the need for such a meeting arises.

b. The administrative appointee and the student shall participate fully in the proceedings of the committee.

c. The duration of each appointment to the tenure review committee, except the student appointee, shall be for a staggered period of three (3) academic years. One (1) new member shall be elected each year. The period of appointment shall commence on October 15. The student shall serve for one (1) academic year.

d. If a vacancy arises on any tenure review committee prior to the expiration of the appointed term, the vacancy shall be filled within thirty (30) days at a special meeting called for that purpose and consistent with a. above.

e. Each tenure review committee shall be required to conduct an evaluation of each full-time probationary academic employee assigned to such review committee by the college president and render reports required herein to the president, the probationary academic employee, and to the appointing authority during the regular college year.

f. The evaluation shall place primary importance on the probationer's effectiveness in his appointment and shall be conducted at least once quarterly. If, in the course of its evaluation report, the tenure review committee states that the probationer is performing unsatisfactorily in whole or in part, it shall attempt to develop a program with the probationer that will be devised to improve such deficiencies.

g. Each tenure review committee shall use the Probationary Academic Employee Performance Report (see Appendix B) in the course of evaluating the effectiveness of each full-time probationer's effectiveness in his appointment.

h. If the probationer disagrees with the tenure review committee's recommendation, he and/or his representative shall be given an opportunity to challenge the committee's recommendations before the college president.

i. The regular college year in all instances shall be deemed to begin with the first fall quarter regardless of the quarter in which the probationer begins employment.

Section 3. Granting Tenure

The AHE agrees that the ultimate authority to grant or deny tenure is vested with the CCS. It is further agreed that any and all decisions relating to the awarding or withholding of tenure as well as the nonrenewal or renewal of individual contracts of probationary academic employees shall not be subject to the grievance procedure of this contract.

ARTICLE IX

DISMISSAL

Section 1. Dismissal of Tenured and Probationary Academic Employees

When reason arises to question the fitness of a tenured or probationary academic employee, it shall be the policy to attempt to resolve the matter without instituting the formal dismissal procedures. Furthermore, it shall be the policy that a tenured academic employee shall not be dismissed except for sufficient cause, nor shall an academic employee who holds a probationary appointment be dismissed prior to the written terms of the appointment except for sufficient cause. The administrative procedure to implement Articles IX and X is Appendix C.

Section 2. Procedure Relating to the Dismissal of Tenured and Probationary Academic Employees

After it is determined that dismissal proceedings should be initiated, the Chief Executive Officer shall specify the grounds constituting sufficient cause for dismissal, serve written notice of the cause(s) to the affected academic employee and to the AHE, and provide copies to the applicable dismissal review committee. The notice shall include:

a. a statement of the time, place, and nature of the proceeding (the proceeding must be held on not less than ten (10) days' written notice);

b. a statement of the legal authority and jurisdiction under which the hearing is to be held;

c. a reference to the particular rules of the college that are involved;

d. the effective date of separation from service; and

e. a short and plain statement of the matters asserted. This statement in the case of a reduction-in-force for the reasons set forth in Article X, Section 1.a.- c. shall include the grounds for reduction-in-force as delineated in Section 1.a.- c. and the basis for selection of the affected academic employee. This statement in the case of a reduction-in-force for reasons set forth in Article X, Section 1.d. shall clearly indicate the separation is not due to the job performance of the academic employee and hence is without prejudice to such employee and, in addition, shall indicate the basis for reduction-in-force as one or both of the reasons set forth in Article X, Section 1.d.

The affected academic employee shall have ten (10) days from the date of the notice of dismissal to make a written request for a hearing. If the affected academic employee does not request such a hearing from the Chief Executive Officer within seven (7) days, the Chief Executive Officer will request a written determination from the employee as to whether he wishes to avail himself of the right to a hearing. If the academic employee fails to respond within the ten (10) days provided herein, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing. The decision of an academic employee not to request a hearing shall be communicated to the applicable dismissal review committee and Board of Trustees. Furthermore, a timely written request for a hearing within the above ten (10)-day period is deemed jurisdictional.

Section 3. Procedural Rights of Affected Academic Employees

An affected academic employee who has requested a hearing shall be entitled to one (1) formal, contested case hearing pursuant to the Higher Education Administrative Procedure Act, RCW 28B.19, and shall have the following procedural rights:

a. the right to confront and cross-examine adverse witnesses;

b. the right to be free from compulsion to divulge information which he could not be compelled to divulge in a court of law;

c. the right to be heard in his own defense and to present witnesses, testimony, and evidence on all issues involved;

d. the right to the assistance of the hearing officer in securing the witnesses and evidence pursuant to RCW 28B.19;

e. the right to counsel of his choosing who may appear and act on his behalf at the hearings; and

f. the right to have witnesses sworn and testify under oath.

Section 4. Dismissal Review Committee

a. A dismissal review committee comprised for the express purpose of hearing dismissal cases pursuant to this article shall be formulated by October 15 and shall be comprised of the following members:

1. an administrator chosen by the college president;

2. three (3) academic employees chosen by the academic employees acting in a body, provided the initial dismissal review committee employees shall serve a one (1)-year, two (2)-year, and three (3)-year term, respectively (All subsequent elections to this committee by academic employees shall be limited to an election of a member to a three (3)-year term so that all future elections to this committee shall be accomplished on a staggered-term basis.); and

3. a full-time student.

b. A separate CCS (Spokane Community and Spokane Falls) dismissal review committee shall be created if dismissal procedures are being initiated in accordance with Article X, Section 1. (RIF). The academic members of the committee shall be chosen by a majority vote at special meetings of the academic employees at each college acting in a body prior to October 15 of each year. The members shall include one (1) administrator chosen by the Chief Executive Officer, one (1) full-time student from each college chosen by the student association in such manner as the members thereof shall determine, and six (6) academic employees, of whom two are alternates, representing the academic employees. The election of academic employee participants shall include at least three (3) nominees from Spokane Falls Community College (one is an alternate) and at least three (3) nominees from Spokane Community College (one is an alternate). In no case shall a member of the committee sit in judgment of his own case or the case of his spouse or family member. The immediate administrator of the academic employee(s) under review shall not be a member of the review committee. The committee shall elect its own chairman. In the event there is a vacancy on the committee, an alternate shall be appointed within five (5) calendar days of the vacancy.

Section 5. Duties and Responsibilities of the Dismissal Review Committee

The general duty of dismissal review committees shall be to submit recommendations regarding proposed action. Failure of any review committee to make written recommendations regarding dismissal within the prescribed time set forth shall be deemed a recommendation neither for nor against dismissal, and the appointing authority may proceed with the dismissal or continue the appointment of the academic employee based upon this type of recommendation from the committee. Specific responsibilities of the committees shall be:

a. to review the case of the proposed dismissal;

b. to attend the hearing and, at the discretion of the hearing officer, to call and or examine any witnesses;

c. to hear testimony from all interested parties, including but not limited to other academic employees and students, and review any evidence offered by same;

d. to arrive at its recommendation in conference on the basis of the hearing as soon as reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the formal hearing and within seven (7) days in the case of a reduction-in-force for reasons set forth in Article X, Section 1. d.; and

e. to write recommendations of the committee which will be sent to the hearing officer, the Chief Executive Officer, the affected academic employee, and the Board of Trustees.

Section 6. Hearing Officer Appointment and Duties

a. The appointment of a hearing officer shall be done in one of two ways:

1. Upon receipt of a request for a hearing from an affected academic employee, the Chief Executive Officer shall notify the Board of Trustees and request that the board appoint an impartial hearing officer who shall be an attorney in good standing with the Bar of the State of Washington and who shall not be, with the exception of administrative law judges, an employee of the State of Washington or any of its political subdivisions or be a member of the Board of Trustees of any community college in the State of Washington; or

2. In the case of a reduction-in-force for reasons set forth in Article X, Section 1.d., at the time of an academic employee's or employees' request for a formal hearing, said employee(s) may ask for participation in the choosing of the hearing officer in the manner provided in RCW 28A.58.455(4), said employee therein being an academic employee for the purposes hereof and said board of directors therein being the Board of Trustees for purposes hereof; provided, where there is more than one (1) academic employee affected by the Board of Trustee's reduction-in-force, such academic employees requesting a hearing must act collectively in making such request; provided further, costs incurred for the services and expenses of a hearing officer shall be shared equally by the community college and the academic employee(s) requesting a hearing.

b. It shall be the role of the impartial hearing officer to conduct the hearing in accordance with RCW 28.B.19. The duties of the hearing officer include:

1. to administer oaths and affirmations, examine witnesses, and receive evidence, (No person shall be compelled to divulge information which he could not be compelled to divulge in a court of law.);

2. to issue subpoenas;

3. to take or cause depositions to be taken pursuant to rules promulgated by the institution;

4. to regulate the course of the hearing;

5. to hold conferences for the settlement or simplification of the issues by consent of the parties;

6. to dispose of procedural requests or similar matters;

7. to make all rulings regarding the evidentiary issues presented during the course of the review committee hearings;

8. to appoint a court reporter, who shall operate at the direction of the hearing officer and shall record all testimony, receive all documents and other evidence introduced during the course of the hearing, and record any other matters related to the hearing as directed by the hearing officer;

9. to allow the review committee to hear testimony from all interested parties, including but not limited to faculty members and students, and review any evidence offered by same;

10. to prepare his proposed findings of fact and conclusions of law and a recommended decision as soon as reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the formal hearing or within ten (10) days in the case of a reduction-in-force for reasons set forth in Article X, Section 1.d.;

11. to send a recommendation to the Chief Executive Officer, the review committee, the affected academic employee, and the Board of Trustees;

12. to be responsible for preparing and assembling a record for review by the Board of Trustees which shall include:

    a. all pleadings, motions, and rulings;
    b. all evidence received or considered;
    c. a statement of any matters officially noticed;
    d. all questions and offers of proof, objections, and rulings thereon;
    e. his proposed findings, conclusions of law, and a recommended decision; and
    f. a copy of the recommendations of the review committee;

13. to decide with advice from the review committee whether the hearing shall be open to the educational community or whether particular persons should be permitted or be excluded from attendance;

14. to assure that a transcription of the hearing is made, if necessary, and that a copy of the record or any part thereof is transcribed and furnished to any party to the hearing upon request and payment of costs;

15. to consolidate individual reduction-in-force hearings into a single hearing (In the case of reduction-in-force for reasons set forth in Article X, Section 1.d., the hearings shall be consolidated; only one (1) such hearing for the academic employees shall be held, and such consolidated hearing shall be concluded within the time frame set forth herein.); and

16. to take any other action authorized by rule consistent with this chapter.

In the case of a reduction-in-force for reasons set forth in Article X, Section 1.d., the formal hearing (pursuant to RCW 28B.19.120 and conducted by the hearing officer appointed in accordance with Section 6.a.) shall be concluded by the hearing officer within sixty (60) days after written notice of the reduction-in-force has been issued. The only issue to be determined shall be whether under the applicable policies, rules, or bargaining agreement the particular academic employee(s) advised of severance is the proper one to be terminated. Any findings, conclusions of law, and recommended decisions shall not be subject to further tenure review committee action.

Section 7. Final Decision by the Board of Trustees

The case shall be reviewed by the Board of Trustees as follows:

a The case review shall be based upon the record of the hearing below and on any record made before the Board of Trustees;

b. The Board of Trustees may permit an opportunity for oral or written argument or both by the parties or their representatives;

c. The Board of Trustees may hold such other proceedings as it deems advisable; and

d. The final decision to dismiss or not to dismiss shall rest, based on both the facts and the recommended decision, with the Board of Trustees after giving reasonable consideration to the recommendations of the review committee and the hearing officer. The review committee's recommendations and the findings, conclusions, and recommended decision of the hearing officer shall be advisory only and in no respect binding in fact or law upon the decision maker, the Board of Trustees. The Board of Trustees shall, within a reasonable time following the conclusion of its review, notify the charged faculty member in writing of its final decision and the effective date of dismissal.

Section 8. Appealing the Board of Trustees' Decisions

Pursuant to RCW 28B.19.150 as now existing or hereafter amended, any party shall have the right to appeal the final decision of the Board of Trustees within thirty (30) days after service of the final decision. The filing of an appeal shall not stay enforcement of the decision of the board. Upon the written mutual agreement of the academic employee (after consultation with the AHE) and the CCS, which includes a waiver either may have to statutory rights, binding arbitration may be utilized in lieu of the procedure outlined herein. Such agreement must be reached prior to the convening of the applicable dismissal review committee to hear the case.

Section 9. Effective Date of Dismissal

The effective date of a dismissal for sufficient cause shall be such date subsequent to notification of the board's final written decision as determined by the discretion of the Board of Trustees (e.g. immediately, end of any academic quarter, expiration of the individual employment contract, etc.). In the case of a reduction-in-force for reasons set forth in Article X, Section 1.d., failure to request a hearing shall cause separation from service on the effective date stated in the notice, regardless of the duration of any individual employment contract. In the case of a reduction-in-force for reasons set forth in Article X, Section 1.d., separation from service after formal hearing shall become effective upon final action by the Board of Trustees.

Section 10. Suspension

Suspension by the college president or executive dean during the administrative proceedings (prior to the final decision of the Board of Trustees) is justified if immediate harm to the affected academic employee or others is threatened by his continuance. Any such suspension shall be with pay.

Section 11. Publicity

Except for such simple announcements as may be required covering the time of the hearing and similar matters, no public statements about the case shall be made by the academic employee, the dismissal review committee, administrative officers, or the Board of Trustees until all administrative proceedings and appeals have been completed.

ARTICLE X

REDUCTION-IN-FORCE

Section 1. Sufficient Cause

The appointing authority shall be deemed to have the authority to terminate the contract of any tenured academic employee or probationer because of reduction-in-force. Sufficient cause for reduction-in-force shall mean:

a. inadequate funding,

b. program termination or reduction,

c. decreases in enrollment in a college or program, or

d. a Washington State Board for Community College Education declaration of financial emergency pursuant to Laws of 1981, chapter 13, paragraph 1 under the following conditions:

   1. reduction of allotments by the governor pursuant to RCW 43.88.110(2) or

   2. reduction by the legislature from one (1) biennium to the next or within a biennium of appropriated funds based on constant dollars using the implicit price deflator.

Nothing herein shall be construed to affect the decision and right of the appointing authority not to renew a probationary faculty appointment without cause pursuant to RCW 28B.50.857.

Section 2. Pre-Alert RIF

When the administration determines a program may need to be modified, reduced, or terminated, a written pre-alert shall be issued immediately to the affected employee(s) with a copy to the AHE president. The affected academic employee(s), the AHE, and the appropriate administrators will meet within ten (10) working days to discuss details of the pre-alert.

Section 3. Procedure

a. In the event the Chief Executive Officer determines a reduction-in-force to be potentially necessary, he shall notify the AHE regarding the extent of such reduction and shall review any alternatives the AHE may present.

b. When the Chief Executive Officer determines that a reduction-in-force is necessary pursuant to Section 1.a.- c. and has selected the affected academic employees to be reduced, the initial step shall be for the Chief Executive Officer to meet with each affected employee in a personal conference, which shall be an informal proceeding, for the purposes of RCW 28.B.19 to discuss the proposed reduction-in-force. The matter may be resolved at this time by the use of alternatives, such as reassignment, leave of absence, retirement, resignation, etc. The AHE shall be notified in writing at least one (1) work day prior to all meetings held with affected academic employees.

c. When the Board of Trustees determines that a reduction-in-force is necessary pursuant to Section 1.d., the Chief Executive Officer shall select the affected academic employees to be reduced and meet with each affected employee in a personal conference, which shall be an informal proceeding, for the purposes of RCW 28.B.19 to discuss the proposed reduction-in-force. The matter may be resolved at this time by the use of alternatives, such as reassignment, leave of absence, retirement, resignation, etc. The AHE shall be notified in writing at least one (1) work day prior to all meetings held with affected academic employees.

d. Subsequent steps in the procedure for reduction-in-force are specified in Article IX, Dismissal Procedures.

Section 4. Reduction-in-Force Units (RIF Units)

a. The following CCS layoff units are hereby established:

1. Accounting
2. Agri-Business Management
3. Agriculture Production
4. Air Conditioning, Refrigeration and Heating
5. Aircraft Mechanics
6. Anatomy and Physiology
7. Anthropology
8. Appliance Repair
9. Architectural Technology
10. Architecture
11. Art, General
12. Auto Body and Refinishing
13. Automated Equipment/Robotics Technology
14. Automotive Technology
15. Biology
16. Botany
17. Business Electronic Service Technology
18. Career Planning
19. Carpentry/Cabinetry
20. Chemistry
21. Civil Engineering Technology
22. Commercial Baking
23. Computer Integrated Manufacturing
24. Computer Science
25. Cooperative Education
26. Cosmetology
27. Counselors
28. Credit and Financial Management
29. Culinary Arts
30. Custom Saddle Making
31. Data Processing
32. Dental Assisting
33. Developmental Education (IEL)
34. Diesel/Heavy Duty Equipment/Farm Machinery
35. Dietetic Technician
36. Drama
37. Early Childhood Education
38. Economics
39. Education
40. Educational Paraprofessionals
41. Electronics Engineering Technology
42. Engineering
43. English
44. Farm Management
45. Fashion Merchandising
46. Fire Science
47. First Aid
48. Fitness Management Technician
49. Fluid Power
50. French
51. General Business
52. Geology
53. German
54. Gerontology Assistant
55. Graphic Design
56. Health
57. Health Unit Coordinator
58. Hearing Impaired Services
59. History
60. Home Economics
61. Horticulture
62. Hotel-Motel and Restaurant Management
63. Humanities
64. Industrial Electricity
65. Industrial First Aid
66. Industrial Safety
67. Interior Design
68. Invasive Cardiovascular Technology
69. Journalism
70. Law Enforcement

a. RIF Units. (continued)

71. Legal Assistant
72. Legal Secretary
73. Librarian Technician
74. Librarians
75. Machine Shop
76. Mathematics
77. Mechanical Engineering Technology
78. Medical Records Technology
79. Medical Secretary and Transcriptionist
80. Microbiology
81. Mid-Management
82. Minority Affairs Specialist
83. Music, General
84. Music, Performance
85. Music, Theory
86. Natural Resources Management
87. Noninvasive Cardiovascular Technology
88. Nursing
89. Occupational Specialty
90. Office Technology, General
91. Orthotics/Prosthetics
92. Parts Merchandising
93. Philosophy
94. Photographic Equipment Technology
95. Photography, Applied
96. Physical Education
97. Physics
98. Political Science
99. Printing
100. Psychology
101. Radio Broadcasting
102. Reading
103. Real Estate
104. Recreational Vehicle Technician
105. Respiratory Therapy
106. Sheet Metal
107. Small Business Management
108. Small Engine Repair
109. Social Service Paraprofessional
110. Sociology
111. Software Engineering Technology
112. Spanish
113. Special Education/Rehabilitation Paraprofessional
114. Speech
115. Substance Abuse
116. Supermarket Checker Training
117. Surgical Technician
118. Television Production
119. Upholstery Technician
120. Vision Care Technology
121. Visual Media Technician
122. Visual Merchandising
123. Welding and Fabrication
124. Zoology

The CCS reserves the right to add layoff units in accordance with program additions or by mutual agreement with the AHE.

b. Assignments to layoff units shall be published by November 1 of each year. Disputes regarding such layoff unit assignments shall be resolved through initiation of a grievance at step two of Article XVIII, Section 1. and expedited arbitration if required.

c. A second layoff unit assignment shall be allowed provided:

1. The academic employee has taught courses representative of the second layoff unit for CCS within the past three (3) years;

2. The academic employee has a master's degree preparation in the discipline or equivalent; or

3. The academic employee has a minimum of four (4) years' work experience in the field of the layoff unit.

d. Administrators who are currently assigned to layoff units shall retain such assignment as it existed September 1, 1981, but shall only be given seniority for those years of teaching within CCS. Administrators selected from the academic

employee ranks will remain on the layoff list but shall accrue no additional seniority. New administrators hired from outside of CCS after September 1, 1981, shall not be placed on the academic employee RIF list.

Section 5. Order of Layoff

a. If the number of full-time annually contracted academic employees is to be reduced, the Chief Executive Officer, with such advice as he deems necessary, shall determine what programs, courses, or services are most necessary. The CCS reserves the right to establish the number of full-time and part-time academic employees to be employed. In making decisions on reductions, the Chief Executive Officer may consider factors including but not limited to:

   1. budget limitations, lack of funds, change in instructional or service programs or courses, or lack of students participating in particular programs, courses, or services;

   2. the enrollment, the trends in enrollment, and their effect upon the department or program;

   3. the present and anticipated service needs of the colleges and their students and prospective students, including staffing needs;

   4. information concerning faculty and administrative vacancies occurring through retirement, resignation, and professional and other leave;

   5. changes in educational policies and goals; or

   6. other similar relevant considerations.

b. Prior to the laying off of any academic employee within Washington Community College District 17, the following actions will first be taken:

   1. Normal academic employee resignations will not be replaced;

   2. Voluntary academic employee retirements will not be replaced;

   3. Normal and regular academic employee leaves will not be replaced for the duration of the time that such leave is applicable;

   4. Vacant positions within the CCS will not be replaced; and

   5. Any position vacated by resignation, retirement, or leave of absence or any position already vacant shall only be filled by an academic employee from the CCS who is qualified to perform and fulfill the requirements of the vacated position.

c. Within each affected layoff unit, the Chief Executive Officer shall observe the following order of layoff:

   1. First order of layoff units includes hourly-contracted academic employees (excluding continuing education, non-credit, IEL assignments, and programs outside of Spokane County);

   2. Second order of layoff units includes probationary academic employees in order of least seniority; and

3. Third order of layoff units includes tenured academic employees in order of least seniority.

d. If a reduction is determined to be necessary within a reduction-in-force unit, the order of reduction will be based upon seniority.

Seniority shall mean the most recent continuous full-time service as an academic employee of the CCS beginning with its inception in 1967. In the event two (2) or more academic employees have the same hire-in date, the employee with the most credits and/or PIUs earned will be considered senior (provided, however, for programs for which no degree is required, the credits and/or PIUs must be earned after employment with the CCS). If two (2) academic employees have the same number of credits and/or PIUs, seniority will be determined by flipping a coin. Academic employees involved will be notified of the time and place of such coin flipping.

An academic employee so laid off who is also a member of another layoff unit shall be placed within that unit, and reduction-in-force shall, if necessary, take place within that unit.

Section 6. Appeal Rights

a. Any annually contracted academic employee, upon receipt of the Chief Executive Officer's letter of intent to recommend layoff, shall be afforded appeal rights defined in Article IX; provided, however, if any member of the dismissal review committee is potentially affected by the recommendation to be submitted, an alternate member shall be immediately elected, and, provided further, arguments in either the informal or formal hearings process shall be limited to data and reasons for the selection of the individual selected for layoff.

b. In the event the academic employee does not exercise appeal rights in Article IX, he shall be granted ninety-five (95) contracted days' pay for twenty (20) or more years of service, seventy-five (75) contracted days' pay for ten to nineteen (10-19) years of service, or fifty-five (55) contracted days' pay for one to nine (1-9) years of service in lieu thereof.

Section 7. Recall

a. Annually contracted academic employees who have been laid off as a result of this article shall have the right to be recalled. Recall shall be in reverse order of layoff by layoff unit to a full-time position, either a newly created position or a vacancy, provided the academic employee is qualified to perform the needed duties of such a position. The period of recall shall extend to September 1, three (3) years after the effective date of layoff.

b. Any academic employee's past education, training, degrees obtained, and related instructional and occupational experience shall be factors considered for determining qualifications in filling positions. It is the responsibility of the academic employee on layoff to furnish the CCS personnel director the address to which notices are to be sent and other pertinent information.

c. Annually contracted academic employees upon recall shall retain all previously accrued benefits, such as sick leave. No CCS benefits shall accrue or be granted to an individual while on layoff. Benefits may be transferred and/or self-paid to the extent permitted by law.

d. In the event of a reduction-in-force, the Chief Executive Officer shall write a letter, if requested by the academic employee, to other employers stating:

1. the reasons necessitating the layoff and

2. the qualifications of the individual and other pertinent information which may assist in the securing of a position.

ARTICLE XI

DEPARTMENT CHAIR

Section 1. Selection

The AHE shall determine eligibility, balloting, election, and recall procedures and shall so notify the college presidents and executive dean. Changes in the voting eligibility requirements shall be approved by the Chief Executive Officer. The term of office shall be for three (3) years. (See Appendix D, AHE Department Chair Election Policy, as now existing or hereafter amended.)

Section 2. Duties/Responsibilities

The department chair shall represent the academic employees and assist the administration in the following manner, recognizing that the functions of the department chair are advisory in nature and that nothing in this article shall confer or imply administrative authority to such employees:

a. The department chair shall coordinate the activities of the department and assist in integrating the work of the department with that of the rest of the college so that the department contributes significantly to the total educational program of the college;

b. Every department chair shall see that his department establishes and maintains realistic educational standards, becomes involved in curriculum evaluation and revision, and seeks student opinion concerning the departmental offerings;

c. The department chair shall be involved in the development of any new courses offered in his department;

d. The department chair shall call and conduct the meetings of the department according to the needs of the department or the department personnel;

e. The department chair shall be responsible for the constant evaluation of the department's offerings;

f. The department chair may recommend part-time academic employees proposed for teaching in the department;

g. The department chair, within the textbook policy guidelines, shall approve all textbooks used for courses taught within the department and shall submit book orders by the designated date; and

h. Department chairs will be apprised of off-campus credit for transfer courses which parallel courses within their departments.

Section 3. Stipend

Department chairs shall be compensated at one thousand fifty-five dollars ($1,055) per annum, plus seventy-nine dollars and ten cents ($79.10) per quarter per full-time equivalent individual (FTEIs) in the department in excess of five (5), excluding the department chair. For purposes of this section, individuals in the department shall mean annually contracted or hourly contracted academic employees excluding continuing education, non-credit, IEL assignments, and programs outside of Spokane County as of the tenth day of each quarter. With mutual agreement of the appropriate administrator and department chair, the stipend may be used to purchase up to one-third (1/3) released time for the department chair.

Section 4. Meeting with Administrators

Department chairs shall meet quarterly with campus administrators. A calendar shall be developed at the beginning of the school year which will provide the dates of these quarterly meetings. Meetings between a department chair(s) and a CCS administrator(s) may be requested by either a department chair(s) or an administrator(s) as the need arises.

Section 5. Dividing or Combining Departments

Departments may not be divided nor combined without prior consultation with the academic employees in the department(s) affected.

Section 6. Assigning Academic Employees to a Department

Excluding continuing education, non-credit, some IEL assignments, and programs outside of Spokane County, all academic employees shall be affiliated with an appropriate department. Such implementation shall be referred to the Association/Employer Committee.

No later than fall quarter 1989, counselors and librarians shall elect department chairs. Duties/responsibilities shall be developed and mutually agreed to by the CCS and the AHE prior to the election.

ARTICLE XII

TEXTBOOK ADOPTION

Each department shall have the opportunity to recommend its own textbooks consistent with the guidelines established by the district-wide Textbook Committee as currently existing or hereafter modified.

ARTICLE XIII

ACADEMIC EMPLOYEE ASSESSMENT

Section 1. Tenured Academic Employee Assessment

a. The sole purpose of this section on assessment is academic employee development. Questions concerning dismissal are addressed in Article IX.

b. Every three (3) years, each academic employee will complete a performance appraisal consisting of four (4) parts: a self assessment; a professional activities

report; a professional development plan; and a student, colleague, administrative, or other qualified assessment of his professional assignment. A performance appraisal interview based upon these materials will be held with the appropriate administrator. The administrator and the academic employee will then complete a Performance Appraisal Interview form (see Appendix B.1). The academic employee shall keep all files regarding this assessment but must make them available to the immediate administrator, the department chair, and the dean of instruction. An academic employee must keep the two (2) most recent assessments on file.

1. The self assessment will consist of two parts: a self-assessment which could be a form, essay, list, process, videotape, etc. and a self-administered sample of the academic employee's chosen professional assessment (see 6. below).

2. A professional activities report will include significant information such as the following: courses; workshops; reading of professional journals, trade magazines, and books; research; vocational job-site experience; travel; publications; curricular activities such as unit and course revisions; creative activities such as writing, composing, performing, and executing works of art; the development of materials; campus committee work; service to the college; activities in professional organizations; papers presented; student advising; student activities and club advising; and public or community service. This list is not intended to be all inclusive.

3. Assistant Deans, other appropriate administrators, and staff development coordinators will participate in training sessions to show them how to use consensus both in helping academic employees determine the types of assessment most useful to them and in conducting assessment meetings with academic employees.

4. Appropriate administrators will divide their faculty into thirds so that one-third (1/3) of the academic employees will meet with their administrators for the performance appraisal interviews each year; therefore, all academic employees will be evaluated within three (3) years.

   Newly tenured academic employees would have a full three (3)-year cycle commencing the fall quarter following the quarter in which the employee becomes tenured. An academic employee on leave for at least one (1) quarter shall have the time remaining before his performance appraisal interview extended by a year from that point in the cycle in which the leave occurs.

5. Every year appropriate administrators will notify all full-time tenured academic employees of their positions and responsibilities in this assessment process.

6. In the first meeting of this process, the administrator and academic employee will reach consensus regarding forms and/or processes the employee will use to complete his assessment.

7. The final meeting will be the performance appraisal interview between the academic employee and his immediate administrator. No later than one (1) week before this interview, the academic employee will supply the administrator with his self assessment; a professional activities report; a professional plan proposal; and a student, colleague, administrative, or other qualified assessment of his professional assignment.

8. All academic employees will re-enter a full three (3)-year assessment cycle commencing the fall quarter following their final meeting.

Section 2. Hourly Contracted Academic Employees

(See Article XXII, Section 2.j.)

Section 3. Administrative Performance Evaluation of Tenured Academic Employees

a. The primary purpose of the Administrative Performance Evaluation of Tenured Academic Employees procedure is to evaluate only those tenured academic employees whose job performance is deemed unsatisfactory and to help the employee correct or improve his job performance.

b. This procedure is initiated when a tenured academic employee's immediate administrator, the dean of instruction, or the dean of student personnel services lodges a formal, documented, written complaint to the College Standing Review Committee for Tenured Academic Employee Performance Evaluation (hereafter review committee).

At least ten (10) days prior to the review committee meeting, the administrator will provide to the tenured academic employee a copy of the formal, documented, written complaint and any accompanying evidence to be presented to the review committee.

The administrator must provide written documentation to the review committee that attempts have been made to resolve the problem and have not been successful. The administrator will share information related to the concern with the academic employee as it is received.

No material that is gathered expressly for the Tenured Academic Employee's Assessment process (see Article XIII, Section 1.) may be used by an administrator for this Administrative Performance Evaluation. This will not preclude an administrator from using material that is shared with the academic employee during the assessment process that is not gathered as a part of the process, e.g. student complaints.

The tenured academic employee shall not be required to provide self-incriminating evidence that he may have obtained through self evaluations or his own student evaluations.

An administrator's formal, documented, written complaint must relate directly to the academic employee's job performance, including classroom and nonclassroom responsibilities. Possible causes for an administrator to submit a formal, documented, written complaint regarding an academic employee's job performance are as follows:

1. a pattern of student complaints for a minimum of three (3) quarters,

2. a pattern of complaints regarding clinical site work,

3. recurring program accreditation evaluation complaints that are within the academic employee's control,

4. a pattern of excessive student withdrawls,

5. a pattern of excessive absenteeism or reoccurring failure to meet classes regularly,

6. any human rights violation(s), and

7. a failure to fulfill contract obligation(s), i.e. hold scheduled office hours, refusal to work on committees, etc.

c. A review committee will be established by October 15 of each year for each instructional delivery unit (SCC, SFCC, IEL) to consist of two (2) administrators, chosen by the college president or executive dean, to serve staggered three (3)-year terms and three (3) tenured academic employees, elected by the college's academic employees, to serve staggered three (3)-year terms.

In the event that an administrator or academic employee on the review committee is directly related to the specific case being presented, an alternate will be appointed consistent with the procedures above.

d. The primary purpose of the review committee shall be to determine the merit of the administrative complaint. (Should an administrator repeatedly bring to this review committee complaints of insufficient merit regarding a particular academic employee, this review committee, by consensus agreement, shall have the prerogative of notifying said administrator's supervisors. Said administrator will receive a copy of such notification.)

Upon receiving the formal, documented, written complaint, the review committee shall call a meeting at which the administrator and the tenured academic employee shall be present for questioning and presentation of material to the committee.

After reviewing the complaint, the review committee will do one of the following, notifying all parties involved in writing of the decision:

1. determine that the complaint does not have sufficient merit and that the procedure with this academic employee shall end,

2. make recommendations for other possible ways that the problem should be dealt with by the administrator and the tenured academic employee,

3. determine that the documentation of the administrator is inadequate and request that further written documentation be gathered and provided to the committee by the administrator within thirty (30) days, or

4. determine that the complaint has merit and, therefore, establish an evaluation committee for the academic employee (hereafter referred to as "evaluee").

e. The evaluation committee shall consist of an administrator other than the one bringing the complaint, one tenured faculty member selected by the evaluee, and one tenured faculty member selected from the evaluee's administrative unit who is mutually agreed to by the immediate administrator and the evaluee. The evaluation committee shall select its own chair. The committee must undergo formalized training.

f. The primary goal of the evaluation committee is to assist the evaluee in shifting the specific performance in question to satisfactory or better. The evaluation committee shall have the power to conduct evaluations (student, peer, administrative, and/or evaluee) to aid the evaluee in diagnosing the nature of the problem. In the event the evaluation committee finds no problem, they may invite the review committee to cease all further uses of this Administrative Performance Evaluation for this complaint and destroy all documents. In the event a significant problem in performance is diagnosed, the evaluation committee shall work with the evaluee to develop a plan of action for improving the evaluee's performance in the diagnosed problem area.

g. The evaluation committee shall meet with the evaluee a minimum of two (2) times each quarter for the three (3) teaching quarters commencing from the time the performance problem was diagnosed. The committee chair or his designee shall take minutes at all meetings. The evaluation committee shall point out areas needing improvement and areas of strengths and change the plan of action as needed. At the end of the first and second quarters, a summary analysis of less than two (2) pages shall be provided to the evaluee, the dean of instruction, and the review committee. Each summary analysis shall be written by the committee chair with the assistance of the evaluation committee. Funds must be provided by the CCS as necessary for any improvement plan.

The Staff Development Committee may be asked to set up workshops to assist the evaluation committee and/or evaluee.

h. By the end of the third teaching quarter, an evaluation statement shall be written by the committee chair with the assistance of the evaluation committee. The evaluation statement need address only those areas deemed unsatisfactory in the original evaluation.

This draft of the summary evaluation statement shall be shared during a meeting of the evaluee, the immediate administrator, and a representative of the AHE, if such representative is desired by the evaluee. The evaluee shall be free to examine this draft thoroughly and question the conclusions and recommendations stated therein. A final draft of the summary evaluation statement shall be written subsequent to this meeting, and this draft will be forwarded to the evaluee who will sign, date, and return it to the immediate administrator within two (2) days of receipt. The evaluee's signature indicates knowledge of, but not necessarily agreement with, the summary evaluation statement. The immediate administrator shall send this statement within two (2) days of receipt to the dean of instruction.

If the evaluee's overall performance is rated satisfactory or better, the process is terminated. The immediate administrator shall be responsible for ensuring the destruction of all evaluation materials related to this Administrative Performance Evaluation process at the end of a three (3)-year period if no recurrence of the problem has occurred.

If the evaluee is still rated in the performance category as unsatisfactory, then the immediate administrator shall forward a copy of all evaluation documentation to the dean of instruction. Based upon the documentation and the recommendation of the immediate administrator, the dean of instruction shall undertake one of the following actions:

1. to have the evaluation committee continue to work with the evaluee for a specific number of quarters, or

2. to recommend to the college president or executive dean that dismissal proceedings be initiated.

i. The CCS agrees to commit available resources and to provide released time, faculty development aid, etc. in order to give the evaluee the opportunity to make improvements in the performance identified in the evaluation committee's action plan.

j. This evaluation shall not be considered a disciplinary action. The review committee shall make every effort to protect the academic employee's professional dignity without impairing the committee's rights to do its job under the provisions of this article.

k. No academic employee shall be dismissed pursuant to Article X while under the Administrative Performance Evaluation Tenured Faculty Process for this specific problem, unless a major reduction in force occurs and the academic employee is lowest on the seniority list.

ARTICLE XIV

EMPLOYMENT SCREENING AND SELECTION PROCEDURES

Section 1. Academic Employee Screening Committee

a. Screening procedures will be conducted by an ad hoc committee for annually contracted academic employee vacancies as outlined by the CCS Affirmative Action policy.

b. Whenever possible, the committee shall include three (3) members from the program in which the new academic employee will serve. Annually contracted academic employees who are not teaching summer school and will serve on screening committees during summer quarter shall be reimbursed at the administrative hourly rate. Such reimbursement shall not exceed twenty-four (24) hours.

c. The committee shall involve as many members of the department having the vacancy as possible in recommending the qualifications and selections of the candidates.

d. If all recommended candidates are rejected, the appropriate dean will fully document the reasons for rejection.

ARTICLE XV

INSURANCE BENEFITS AND PAYROLL DEDUCTIONS

Section 1. Benefits

a. Retirement benefits shall be paid through one of the following plans:

1. TIAA/CREF

2. Washington State Teachers Retirement System (WSTRS)*

3. Washington Public Employees Retirement System (WPERS)*

*The WSTRS and WPERS are plans available only to those who had enrolled in one of these plans prior to January 1, 1970, and who had elected to remain on the plans.

b. State-funded insurance benefits are available to annually contracted academic employees, in accordance with applicable State Employees Insurance Board Rules and Regulations.

c. The CCS agrees to publish yearly a list of other insurance benefits that are available to CCS employees.

Section 2. Payroll Deductions

a. The AHE shall have the exclusive and guaranteed right of automatic payroll deductions of membership dues for academic employees. The AHE shall provide an automatic payroll authorization form to each academic employee. Once an academic employee has signed the automatic payroll authorization, dues deductions or representation fees shall be continuous thereafter. The AHE shall submit the automatic payroll authorization to the CCS Personnel Department for payroll processing. A table of pro-rated annual dues shall be supplied to the CCS Personnel and Payroll departments by the AHE to determine monthly dues deductions.

b. The AHE agrees to indemnify the CCS and hold it harmless against any and all suits, claims, demands, and liability for damages or penalties that shall arise out of or by reason of any action that shall be taken by the CCS for the purpose of complying with the foregoing provision of this section, provided such action has been authorized by the academic employee and such authorization has not been rescinded.

Section 3. Other Deductions

Upon appropriate written authorization from the academic employee, the CCS shall deduct from the salary of the employee those items for which the CCS is authorized to make deductions, such as but not limited to AHE dues or representation fee, medical insurance, annuities, credit union or bank deductions, and United Way deductions; provided the CCS has the capability to handle the requested deduction without restructuring forms at additional expense to the CCS, and provided further, such deductions are consistent with applicable state regulations. The CCS shall furnish each academic employee a full and complete examination of all deductions and enclose this examination at least annually to be consistent with the implementation of the state payroll system.

ARTICLE XVI

SALARY SCHEDULES

Section 1. Annually Contracted Salary Schedule (175 days) - Annual Rate

Step	Effective 9-1-88
1	$19,612
2	20,444
3	21,274
4	22,105
5	22,935
6	23,768
7	24,598
8	25,429
9	26,261
10	27,090
11	27,921
12	28,751
13	29,583
14	30,414
15	31,245
16	32,078
17	33,243

a. Salary changes for PIUs and seniority advancements will be negotiated when funds are made available by the legislature.

b. Upon early notification of retirement and a signed agreement, the academic employee will be assigned additional duties to ensure orderly transition of his instructional/program responsibilities for his successor. The academic employee's salary will be increased by one thousand dollars ($1,000) per year for each year of notification, not to exceed two (2) years. Notification must be received no later than September 30 of the academic year(s) preceding retirement to qualify. Assigned duties shall be mutually agreed to, and failure to complete the assigned duties or to comply with all provisions of the agreement shall result in forfeiture of the salary increase.

Section 2. Remuneration for Advisors of Student Clubs and Organizations

a. The following general guidelines and definitions will be used pertaining to this section:

1. Individuals receiving stipends for activity advising shall meet periodically with the dean of student services or his designee;

2. An activity is an approved special event which allows for college-wide or district-wide participation;

3. A special factor must be approved by the college president or executive dean or his designee;

4. The director of student activities will approve the schedule of activities for the appropriate category of remuneration;

5. Category placement is determined in the spring for the current year and is determined by a club's current year's activities and its planned activity calendar for the remainder of the year;

6. The director of student activities shall evaluate club and organization activities upon their completion, and upon receipt of such written evaluation, the applicable stipend shall be paid;

7. After stipends have been determined, the college president or executive dean or his designee will submit a breakdown of advisors and stipends to the Personnel Department prior to the issuance of contracts for pay with a breakdown of how the stipend was determined accompanying the listing submitted; and

8. Pay for such activities shall be at the end of the academic year in the regular check.

b. The schedule for remuneration for advisors of student clubs and organizations is as follows:

Category of Remuneration	A	B	C	D	E	F	G
Number of Approved Activities	1-2	3	4	5	6	7	8+up
Stipend (effective 3-1-88)	$105	$211	$316	$422	$527	$633	$738

c. An activity may accumulate up to a maximum of two (2) special factors, assuming qualifications are met. The two (2) special factors will be chosen from the following list of three (3) possible special factors: college-approved competition, service to the college, and advisor service after the first year. Each special factor has a stipend of one hundred five dollars ($105) to a maximum of two hundred ten dollars ($210).

d. The bases of the schedule are the following:

1. The stipend is for time spent with students outside of regular instruction effort; and

2. The stipend is for advising students in activities.

Section 3. Summer School Pay Rate

The regular school year begins with the summer quarter. The pay rate for annually contracted academic employees teaching state-supported courses for the summer quarter will be paid at the rate of twenty-two and eight-tenths (22.8) percent of the individual's annual full-time contracted rate or step 8 of the annually contracted salary schedule, whichever is lesser. All work less than a full load will be paid at a pro rata fraction of the full load on a normal quarterly basis.

Part-time academic assignments will be paid at the prevailing hourly contracted rate.

Section 4. Hourly Contracted Rates

(See Article XXII.)

Section 5. Reimbursement Schedule for Coaches and Assistants

position	effective 3-1-88
FOOTBALL	
Head Coach	$2,697
Asst. Coach	1,879
CROSS COUNTRY	1,189
BASKETBALL	
Head Coach	2,697
Asst. Coach	1,879
VOLLEYBALL	
Head Coach	2,049
Asst. Coach	1,189
BASEBALL	
Head Coach	2,049
Asst. Coach	1,189
TRACK	
Head Coach	2,049
Asst. Coach	1,189
GOLF	1,189
TENNIS	1,189
NATURAL RESOURCES	
Head Coach	1,189
Asst. Coach	951
RODEO	
Head Coach	1,189
Asst. Coach	951
SOCCER	
Head Coach	2,049
Asst. Coach	1,189
SOFTBALL	
Head Coach	2,049
Asst. Coach	1,189

ARTICLE XVII

SALARY SCHEDULE PLACEMENT AND MOVEMENT

Section 1. Hiring Requirements

a. All new liberal arts academic employees must have a master's degree with emphasis in their teaching area. If no master's program exists in the teaching area, an exception may be granted. A special program will be developed by the college president or executive dean or his designee with the academic employee to obtain a master's program or equivalent.

b. All new applied arts academic employees must have at least three (3) years' recent full-time work experience and/or teaching in their vocational area beyond the learning period. If the area is a result of technological advancement so that no opportunity for gaining appropriate experience is possible, a special program will be developed with the academic employee and the college president or the executive dean.

c. All new dually certified academic employees must have a master's degree with emphasis in their teaching area and must be able to meet state vocational certification requirements. If no master's program exists or if the applicant does not meet the vocational certification requirements, an exception may be granted.

d. Counselors and librarians shall have a master's degree in the appropriate subject area. Special programs may be developed similar to a. and b. above.

Section 2. Placement of New Academic Employees on the Salary Schedule

a. Newly hired academic employees will be placed on the salary schedule in the following manner: (Dually certified academic employees may choose either Track 1 or Track 2 to determine initial placement.)

1. Track 1 - Applied arts placement is determined in the following manner:

(a). One (1) point will be awarded for each year of work experience in the field up to a maximum of five (5) points.

five (5) points maximum _____

(b). Additional points, at one (1) point for each equivalent full year, will be awarded for comparable teaching experience and/or applicable work experience not counted in (a). above.

two (2) points maximum _____

(c). Additional points will be awarded for a state license and/or a certificate and/or related work experience at one (1) point for each full year and/or one (1) point for every fifteen (15) quarter-hour credits or Continuing Education Units (CEUs). The evaluation of related experience will be made jointly by the department chair and the division dean.

two (2) points maximum _____

(d). Additional points will be awarded for teaching and/or applicable work experience comparable to the position being filled at the CCS which has not counted in (a)., (b)., or (c). above at one (1) point for every five (5) years in 1988-89, for every four (4) years in 1989-90, and for every three (3) years in 1990-91.

no maximum _____

(e). One (1) additional point may be awarded on the recommendation of the screening committee based on a significant contribution to the field of the teaching assignment in the CCS.

one (1) point maximum _____

(f). The appropriate step on the salary schedule equals (a). + (b). + (c). + (d). + (e). with no combination of points resulting in placement above step 15.

fifteen (15) points maximum _____

2. Track 2 - Liberal arts placement is determined in the following manner:

(a). Five (5) points will be awarded for a master's degree; if the academic employee has no master's degree, one (1) point will be awarded for each year of full-time (or equivalent) undergraduate education.

five (5) points maximum _____

(b). Additional points, at one (1) point for each equivalent full year, will be awarded for comparable teaching experience and/or applicable work experience.

two (2) points maximum _____

(c). Additional points will be awarded for graduate work beyond the master's degree at one (1) point per each fifteen (15) quarter hours.

two (2) points maximum _____

(d). Additional points will be awarded for teaching and/or applicable work experience comparable to the position being filled at the CCS which has not counted in (a)., (b)., or (c) above at one (1) point for every five (5) years in 1988-89, for every four (4) years in 1989-90, and for every three (3) years in 1990-91.

no maximum _____

(e). One (1) additional point will be awarded for an earned doctorate.

one (1) point maximum _____

(f). The appropriate step on the salary schedule equals (a). + (b). + (c). + (d). + (e). with no combination of points resulting in placement above step 15.

fifteen (15) points maximum _____

b. Exceptions to the initial salary placement criteria may be made in instances where the Chief Executive Officer determines that such action would be in the best interest of the CCS. When such action is taken, the Chief Executive Officer will notify the AHE.

Section 3. Advancement Requirements

In order for an academic employee to advance on the salary schedule as defined in a. and b. below, the employee must be below step 17. If an academic employee has been a vocational instructor for more than two (2) years, he must also have a current five (5)-year vocational certificate.

a. One (1) step advancement will be granted for fifteen (15) professional improvement units (hereafter referred to as PIUs) annually.

b. Seniority steps will be granted every other year for no more than half of the remaining steps. (Example: If one is at step 8, the remaining steps to step 17 equal nine (9); nine (9) divided by two (2) equals four an a half (4.5) or a maximum of four (4) seniority moves. No rounding will be applied.)

c. In order to maximize potential salary monies based on the state hypothetical model, all academic employees whose actual CCS salary schedule placement is higher than the state hypothetical must complete and document a minimum of fifteen (15) PIUs each five (5) years in order to remain eligible for any salary increases.

Section 4. Definition of Professional Improvement Units (PIUs)

a. Each forty (40) hours of approved, planned paid field work, paid clinical work or paid community service experience shall be equal to one (1) PIU.

b. Each twenty (20) hours of approved, planned unpaid field work, unpaid clinical work, or unpaid community service experience shall be equal to one (1) PIU.

c. One (1) credit on the quarter system or two-thirds (2/3) of a credit on the semester system earned in accredited programs at colleges or universities shall be equal to one (1) PIU.

d. Each ten (10) hours of approved, planned participation in non-credit teacher-training courses, factory training schools, workshops, seminars, and professional licensing requirements shall be equal to one (1) PIU.

e. Each day of approved, planned domestic or foreign travel may earn two-tenths (0.2) of a PIU for each day up to a maximum of five (5) units in any one (1) year.

f. Independent research and development activities which fulfill the professional improvement plan and are in excess of the normal contractual obligations of the academic employee may earn additional PIUs as approved.

g. For each work published, a maximum of fifteen (15) PIUs may be awarded.

Section 5. Criteria for Approval of Professional Improvement Units (PIUs)

a. Academic employees are encouraged to update their knowledge and skills, both as generalists and specialists. Therefore, the activity undertaken should be relevant to one (1) of the following criteria:

1. the academic employee's job description;

2. the course content of a current or proposed course;

3. effectiveness or innovation in teaching, counseling, or serving the college community;

4. increased potential for communication with students or staff;

5. potential or actual student interest in the activity or subject;

6. increased potential for instructional delivery, information delivery, or counseling technique; or

7. increased understanding of community college students, staff, organization, management, or community college objectives.

b. PIUs shall normally not be credited for any activity performed during the established on-campus expectation.

c. The activity shall not duplicate work done for previous units. Duplicating work previously awarded PIUs shall only earn additional PIUs when changing technology or concepts have rendered earlier training obsolete.

d. All activities must be planned and consistent with a five (5)-year original or amended professional improvement plan which has been reviewed and recommended by the department chair and approved by one (1) or more designated administrator(s).

Section 6. Approval and Disapproval of Professional Improvement Units (PIUs)

a. If a planned activity is not approved by the designated administrator, the activity in question will be referred to the PIU Committee.

b. A PIU Committee shall be established and consist of the personnel director (who shall act as chair), the designated administrators, and two (2) tenured academic employees from each campus. The academic employees will be selected by the AHE. It shall be the responsibility of this committee to evaluate and to make final recommendations as to the value and acceptability of the requested activities.

c. The person making the request for reconsideration of a proposed improvement activity may at his option invite two (2) peers to act as resource people to aid the committee in its decision-making process.

Section 7. Implementation

a. PIUs shall accrue to the academic employee at the time the official transcript or other documentation is received. A record of such units shall be placed in the academic employee's file.

b. PIUs that are documented and filed with the Personnel Department on or before September 30 will count toward salary schedule placement that contract year.

c. Completed PIUs not documented and filed with the Personnel Department on or before October 15 shall not count toward salary schedule placement in any subsequent year.

d. Documentation shall consist of the following:

1. written certification of work experience by the employer and/or W-2 records of earnings for work experience;

2. official transcripts for credit or non-credit courses;

3. an official agenda, an outline of the program, or a copy of a certificate for conferences, factory training schools, etc.;

4. an itinerary and resume of accomplishments relating to the approved, planned travel;

5. the project(s) or a summary of the project(s) relating to the approved, planned independent research; or

6. a copy of the manuscript.

ARTICLE XVIII

GRIEVANCE PROCEDURE

Section 1. Definition and Procedure

A grievance is hereby defined as a complaint by an academic employee(s) or the AHE regarding the interpretation or application of the terms of this contract by the CCS. An individual academic employee or group of academic employees shall have the right to present grievances and to have such grievances adjusted without the intervention of the AHE in accordance with step one below, as long as the adjustment is not inconsistent with the terms of this contract. Working day, as used in this article, shall mean an employee-contracted day. (Between spring and fall quarters, working day shall mean calendar days exclusive of holidays and weekends.) Such grievances shall be handled in the following manner.

a. At step one, the grievant and the AHE representative, if requested by the grievant, may orally present the alleged grievance to the appropriate administrator. Resolution, if any, shall be reduced to writing, and a copy forwarded to the AHE and the personnel director.

If the grievance is not adjusted orally, the grievance shall be reduced to writing, dated, and signed by the academic employee and the AHE representative and shall state the specific factual basis of the grievance, the provision or provisions of the contract involved, and the remedy sought (per Appendix E). The college president or executive dean shall be given the written and dated original grievance. The college president or executive dean shall answer the grievance in writing within ten (10) working days thereafter and shall concurrently send a copy of the grievance and the answer to the AHE.

b. At step two, if no settlement is reached at step one, the written grievance may be submitted to the Chief Executive Officer or his designee provided it is filed with the Chief Executive Officer or his designee not more than five (5) working days after it is answered in step one. A representative(s) of the AHE shall be present at any meeting called to consider the grievance at this step. The Chief Executive Officer or his designee shall send his written answer to the AHE within ten (10) working days. Such answer shall be deemed to be the position of the CCS.

c. At step three, if no settlement is reached at step two, by mutual agreement the matter may be referred to mediation, or the AHE at its sole discretion within twenty (20) working days after the date of the step-two answer may request by written notice to the Chief Executive Officer and the American Arbitration Association that the grievance be arbitrated, provided the grievance presents an arbitrable matter as herein defined.

Section 2. Time Limits

With respect to Section 1. of this article, the following time limits are established:

a. Any grievance not presented in writing as provided in step one (or step two at the discretion of the AHE) of Section 1. above within twenty-five (25) working days after the grievant becomes aware of the facts on which the grievance is based shall be waived for all purposes.

b. Other time limits may be extended by written mutual agreement of the parties.

Section 3. Arbitration Rules

a. Matters subject to arbitration shall be referred to the American Arbitration Associaton under voluntary rules except that the selection of the arbitrator shall be by alternately striking an equal number of names. The party to strike first shall be determined by flipping a coin. Expedited rules and procedures of the American Arbitration Association may be utilized upon the written consent of the parties.

b. Grievances initiated during the duration of this contract shall be fully processed in accordance with the terms of this article.

c. The decision of the arbitrator shall be final and binding upon the CCS, the AHE, and the academic employee(s) affected consistent with the terms of this contract.

Section 4. Jurisdiction of Arbitration

Jurisdiction of the arbitrator is limited to the following:

a. All terms and conditions of this contract and any letter or memo of understanding added to this contract signed by the AHE and the CCS are subject to arbitration;

b. An arbitrator has jurisdiction to interpret specific terms of this contract which are applicable to the particular issue presented, but such jurisdiction shall not give the arbitrator authority to supplement, modify, or amend any terms or conditions of this contract;

c. The rendition of a decision or award shall be based solely on the evidence and matters presented to the arbitrator by the respective parties in the presence of each other and the matters presented in the written briefs of the parties;

d. Upon request of either party, the merits of a grievance and the procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before the arbitrator who shall resolve the arbitrability of a grievance before hearing the merits of the grievance; in order for either party to claim the grievance is not arbitratable, such a claim(s) must be made known to the other party along with the supporting reasons at the step-two level; and

e. An arbitrator shall not have the authority to remand an issue back to the parties for negotiations as a part of any award.

Section 5. Arbitrator Fees

The fees and expenses of the arbitrator shall be borne equally by the parties.

Section 6. Grievance Participation

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. Requests by the AHE for information needed for processing any grievance shall not be unreasonably denied. Grievance hearings shall be conducted during normal working hours consistent with the minimal interference with instructional duties. Academic employees directly participating in such hearings shall suffer no loss of pay.

ARTICLE XIX

SAVINGS CLAUSE

Section 1. Applicable Federal and State Laws

This contract shall be contingent upon legislative authorization and funding; all present and future applicable state and federal laws; and those external rules, regulations, and orders having the full force and effect of law. In the event of a conflict between the above and the requirements of this contract, the former shall prevail over the contract language.

Section 2. Invalidation

Should any provision or provisions become unlawful by virtue of Section 1. above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire contract. Any provisions of this contract not declared invalid shall remain in full force and effect for the term of the contract. If any provision is held invalid, the CCS and the AHE shall enter into immediate negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

ARTICLE XX

SCOPE OF AGREEMENT

Section 1. Contract Supremacy

This contract constitutes the negotiated agreements between the CCS and the AHE and supersedes any previous agreements or understandings, whether oral or written, between the parties. This contract shall supersede any rules, regulations, or policies as found in the Board Policy Manual, resolutions, or practices of District 17 which shall be contrary to or inconsistent with its terms to the extent of the conflicting areas only.

Section 2. Contract Limits

Agreement expressed herein in writing constitutes the entire contract between the parties, and no oral statement shall add to or supersede any of its provisions.

Section 3. Contract Closure

The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for negotiations. The results of the exercise of that right and opportunity are set forth in this contract. Therefore, except as specifically stated in Articles XVI, XIX, XX, and XXIII, the CCS and the AHE for the duration of this contract each voluntarily and unqualifiedly agree to waive the right to oblige the other party to negotiate with respect to any subject or matter covered or not covered in this contract, unless mutually agreed otherwise.

Section 4. Contract Exclusions

Nothing contained herein shall be construed to deny or restrict to any academic employee rights and responsibilities he may have under the laws of Washington state and the United States or other applicable regulations.

Section 5 Contract Effects on Academic Employee Contracts

All academic employee contracts shall be issued subject to and consistent with Washington state law and the terms and conditions of this contract.

Section 6. Contract Pronoun Use

Some writing in this contract requires masculine pronouns to be used, especially "he," "him," or "his." When these pronouns are used, they are inclusive of both the masculine and feminine gender.

Section 7. Contract Negotiation of Subcontracting

Upon the request of the AHE, the CCS agrees to negotiate the effects of subcontracting.

ARTICLE XXI

IMPASSE PROCEDURE

Section 1. Utilization of Impasse Procedure

For the duration of this contract, the parties agree to utilize the impasse procedure as currently written or mutually modified by the parties.

Section 2. Impasse Mediation

If the parties are unable to reach agreement within twenty (20) days prior to contract expiration, then an impasse shall be declared, and a mutual request for assistance shall be filed with the Public Employment Relations Commission (PERC) to secure the services of a PERC-appointed mediator or any other mediation service mutually agreed to.

ARTICLE XXII

HOURLY CONTRACTED ACADEMIC EMPLOYEES

Section 1. Delineation of Article XXII

This article refers only to hourly contracted academic employees of Washington State Community College District 17, and no provisions in the contract shall be construed to include hourly contracted employees except those contained herein.

Section 2. Definition of Hourly Contracted Academic Employees

Hourly contracted academic employees shall mean all individuals not covered by Article I, Section 3.a., and includes annually contracted employees during such time that they are performing duties beyond those required to maintain full-time status. The terms of Article XXII shall be fully applicable to such employees.

Section 3. Limitations of Hourly Contracted Employment

a. It is expressly understood by the CCS, the AHE, and the hourly contracted academic employees subject to this agreement that employment as an hourly contracted academic employee shall not be considered an automatic career path to annually contracted academic positions with the CCS.

b. As a general guideline, hourly contracted academic employees will be limited to eighty (80) percent of the normal workload as defined in Article IV of this contract on an annual basis. As such, the hourly contracted academic employee may be contracted to work a maximum of two hundred forty three-hundredths (240/300) or eighty (80) percent of the annual loads defined in this contract.

Hourly contracted academic employees will not be assigned a workload that exceeds one hundred (100) percent of the defined workload in any one quarter. All other instructional areas without workload definition in this contract will be computed on thirty-five (35) hours per week as the basis, with the exception of the apprenticeship programs. Exceptions to the above guidelines may be permitted up to two hundred seventy three-hundredths (270/300) or ninety (90) percent with the approval of the dean of instruction or the dean of administration and the personnel director on a case-by-case basis.

Section 4. Articles and Sections Excluded for Hourly Contracted Academic Employees

The following provisions shall not be applicable with respect to hourly contracted employees:

Article III, Section 14	Tuition Fee Waiver
Article IV	Workload and Terms of Employment
Article VIII	Tenure
Article IX	Dismissal
Article XIV	Employment Screening and Selection Procedures
Article XVII	Salary Schedule Placement and Movement

Section 5. Articles and Sections Included for Hourly Contracted Academic Employees

The following provisions shall be applicable as specified.

a. Article III, Section 9. Right to Due Process shall be applicable during the time specified in the individual contracts (c. below) and shall not apply to any renewals of such assignments. In case of funding or enrollment problems, due process shall not be applicable until after the first three (3) class meetings. This exclusion of due process does not exclude just cause.

b. Article III, Section 10. shall be applicable only if the District Staff Manual is necessary and available for the hourly contracted academic employee.

c. Article III, Section 11. Individual Contracts shall not be applicable; however, all hourly contracted academic employees shall be supplied an individual contract delineating the rate of pay, the hours to be worked, the duration of assignment, and other relevant data.

d. Article VI, leave policies shall apply to hourly contracted academic employees as follows:

1. Hourly contracted academic employees regularly scheduled for twenty (20) hours or more shall accrue six (6) hours of sick leave for each month employed. Such leave shall be accruable but noncompensable. The hourly contracted academic employee shall receive regular compensation in the event of illness or injury to the employee.

2. Hourly contracted day on-campus academic employees who teach fifty (50) percent or more of a contact load shall accrue ten (10) percent of assigned contact hours per quarter for sick leave. Such leave shall be accruable but noncompensable. The hourly contracted academic employee shall receive regular compensation in the event of illness or injury to the employee.

3. All other hourly contracted day on-campus academic employees shall earn sick leave at the rate of ten (10) percent of the assigned contact hours per quarter, up to a maximum of six (6) hours per month. Such leave shall not be accruable or compensable. The hourly contracted academic employee shall receive regular compensation in the event of illness or injury to the employee.

e. Article X, Reduction-in-Force shall not be applicable to hourly contracted employees; provided, however, past service, qualifications of the employee, and program requirements shall all be considered regarding any reduction.

f. Article XV, Insurance Benefits and Payroll Deductions shall be applicable to hourly contracted academic employees subject to the following eligibility requirements:

1. Half-time employment is defined as one-half (1/2) of normal weekly contact hours plus office hours as defined in Article IV, Workload.

2. Fifteen (15) contact hours shall be deemed half-time employment in all other instances.

g. Article XVIII, Grievance Procedure shall be applicable to hourly contracted academic employees regarding the administration of the terms of this article. The representative of the CCS referred to in step one shall be the executive dean or the college president.

h. Hourly academic employees contracted for twenty (20) or more contact hours per week shall receive one (1) paid office hour per week in addition to the established contact hours. Utilization of such office hour shall be arranged with the appropriate supervisor.

i. Hourly contracted academic employees shall be evaluated on an ad hoc basis as determined by the appropriate administrator. The purpose of evaluations shall be to improve instruction or to improve the specialized services of librarians and counselors.

Section 6. Hourly Pay Rates

Approved assignments which are not annually contracted will be paid in accordance with the following hourly rates which were effective September 1, 1987:

BH-01	Hourly contracted instructor	$18.86
BH-02	Hourly contracted counselor or librarian	$18.86
BH-03	Hourly contracted non-instructional academic assignments (includes assessment, advising, etc.)	$16.07

Section 7. Self-Support, Grants, and Contracts

a. For hourly contracted academic employees hired on self-support, special funds, grants, and contracts, the CCS normally follow the terms and conditions of this contract but reserve the right to make modification in the terms and conditions for employees on self-support, special programs, grants, and contracts to meet the requirements of the program. Upon request of the AHE, the CCS will provide a summary of the special programs and the names of any hourly contracted academic employees involved.

b. The self-support rate of pay is as follows:

Category I Courses	Academic equivalence, vocational and/or technical intent, supplementary/preparation job related	$18.86
Category II Courses	Consumer user related resulting in personal skill development, usually non-vocationally related	$15.37
Category III Courses	Social, personal interest, and/or social amenities requiring minimum course preparation (non-vocational, non-academic intent)	$13.40

ARTICLE XXIII

DURATION

Section 1. Length of Contract

This contract shall remain in full force and effect from September 1, 1988, to August 31, 1991.

Section 2. Salary/Benefits Funding

All expenditures for salaries and/or fringe benefits required by this contract are subject to the availability of legislatively appropriated funds. Such subjects shall be reopened in the event of inadequate funding or in the event the legislature provides additional funds for such specific purposes.

Section 3. Contract Reopeners

Provisions of this contract may be reopened at any time by mutual consent of the parties. This contract shall be opened on or after March 1, 1989, for the purpose of negotiation of Article VII, Section 14. for hourly contracted academic employees.

Section 4. New Contract Negotiations

On and after March 1, 1991, this contract shall be considered open for negotiation.

Signed this _____ day of _____, 1988, at Spokane, Washington.

FOR THE ASSOCIATION:

_____
John Magnuson, President
Dist. 17 Assoc. for Higher Education

_____

_____

_____

_____

_____

ACTING ON BEHALF OF THE BOARD OF TRUSTEES:

_____
Terrance R. Brown, Secretary to
The Board of Trustees

_____

_____

_____

_____

_____

APPENDIX A

CHAPTER II - FACULTY AND STAFF PERSONNEL 2.70.00

2.70.00 - COPYRIGHT OWNERSHIP

2.70.01 - **Definitions.** For the purposes of the copyright ownership policy of Washington Community College District 17, the following words shall have the indicated meanings:

(1) "Creative Work" or "Work" shall refer to original, intellectual, literary or artistic creations including, but not limited to, books, manuals, texts, lectures, addresses, study guides, plays, poems, music, pictures, photographs, films, film strips, slides, tapes, records, program units, computer software, and other instructional materials and products. "Creative Work" or "Work" shall not include articles submitted to or published in scholarly and professional journals or class notes produced in connection with regularly scheduled courses of instruction.

(2) "Creator" shall mean any employee, group of employees, registered student or group of registered students, or any combination thereof which authors or produces a creative work.

(3) "District" shall refer to Washington Community College District 17.

2.70.02 - **Purpose.** It is the policy of the District to encourage and assist the Creator to produce creative works.

It is the purpose of the District's copyright policy to clarify the respective rights of the District and its employees by establishing policies governing the ownership, control, use and disposition of creative works.

This policy is not intended to affect the right of employees of the District to own, control, use and dispose of works which are created by the individual without assistance, support or sponsorship from the District.

2.70.03 - **Works Created Without District Assistance, Support or Sponsorship.** An employee or group of employees of the District who produce(s) a creative work without the assistance, support or sponsorship of the District shall retain full right of ownership, control, use and disposition over the work. The employee(s) shall be solely responsible under such circumstances for copyrighting the creative work.

CHAPTER II - FACULTY AND STAFF PERSONNEL 2.70.00

2.70.04 - **Works Created With District Assistance, Support or Sponsorship.**

(1) For purposes of this policy, a work is created with the assistance, support or sponsorship of the District under any of the following circumstances:

(a) When the Creator utilizes any District funds, equipment, facilities, staff services, or other resources in connection with the creation of the work which are not normally assigned to any employee or student as necessary to perform regularly assigned duties, scholarly pursuits and research or class preparation. For purposes of this subsection, sponsorship shall not include reasonable and normal use of assigned office space, typewriters and other office equipment and research materials, nor shall it include classroom and laboratory materials and equipment normally available for use by students as part of regularly scheduled classroom activities.

(b) When any portion of the work is created during time for which the Creator receives compensation from the District, except for those portions of the work which may be created from time to time as part of regular classroom preparation or student assignments, or from grants or contracts administered or sponsored by the District.

(c) When the Creator is compensated by the District for developing the creative work.

(2) Whenever the Creator produces a creative work with the assistance, support or sponsorship of the District, the District shall have full right of ownership, control, use and disposition over the work, subject to subsections 3, 4, and 5 of this section. The District may copyright such a creative work when it appears that copyrighting will be in the best interest of the District.

(3) Whenever the Creator produces a work with the assistance, support or sponsorship of the District, the District shall be the sole recipient of any and all income derived from the ownership, use, sale or disposition of the work until the District has been reimbursed for all District expenses incurred during the creation, development and production of the work. Reimbursement costs shall be determined by a standard schedule, based on the scope of the work, equipment and staff time used, publication costs and any and all special costs. At such time as the District has been reimbursed for all expenses incurred during the creation, development and production of a creative work, the District and the Creator shall each receive fifty percent of any remaining or future income derived from the creative work.

(4) Whenever the development of a creative work has been supported by a grant or contract, the District and the Creator shall be obligated to adhere to the conditions of the grant or contract. The copyright status of a creative work supported by a grant or contract and the distribution of income derived from the ownership, use, sale or disposition of a creative work supported by a grant or contract shall be subject to the provisions of subsections 2 and 3 of this section except when subsections 2 and 3 are contrary to the express or implied conditions or requirements of the grant or contract.

2.70.05 - **Separate Contractual Agreements.** Notwithstanding any other provisions of Policy 2.70.00, the District or the Creator shall have authority to enter into a separate contractual agreement. Such an agreement may, where appropriate and in the best interest of the District, (1) limit or restrict the District's right of ownership, control or use or disposition over a work produced with the assistance, support or sponsorship of the District, or (2) increase or decrease the Creator's share of the income derived from a creative work after the District has been reimbursed for all expenses incurred during the creation, development and production of the work.

Whenever either the District or the Creator wishes to enter into a separate contractual agreement pursuant to this subsection, it shall be the responsibility of either party to negotiate the terms of the agreement prior to the beginning of the actual development of the creative work.

APPENDIX B

PROBATIONARY ACADEMIC EMPLOYEE PERFORMANCE EVALUATION REPORT FORM

QUARTER _____ DATE _____

NAME _____ PROBATIONARY YEAR 1____ 2____ 3____
Last First Middle (If applicable)

_____ _____ _____
College Department Subject Field

RATING: S - Satisfactory performance (comments and/or suggestions for improvement are optional)
R - Steps for improvement required (committee must specify)
N - Not observed or not applicable.

AREA EVALUATED	RATING	EXEMPLARY COMMENTS AND/OR SUGGESTIONS FOR IMPROVEMENT
Instructional Skills:		
1. Demonstrates competence in subject matter or area of assignment.		
2. Gives clear explanations, assignments, and directions and maintains an appropriate learning atmosphere.		
3. Demonstrates proper use of lesson plans and course objectives.		
4. Evaluates individual student progress regularly, maintains appropriate records, and keeps students informed of their progress.		
5. Makes effective use of instructional equipment, materials, and resource personnel.		
Employee Relationship with Students:		
1. Shows respect for, and interest in, students. Shows consistency and fairness in dealing with students and makes provision for differences in ability among students.		
2. Is available to students and willing to provide individual assistance.		
Employee Relationship to Administration, Faculty and Staff:		
1. Works harmoniously and effectively with administration, faculty and staff.		
2. Offers to share professional knowledge and techniques.		

AREA EVALUATED	RATING	EXEMPLARY COMMENTS AND/OR SUGGESTIONS FOR IMPROVEMENT
3. Reacts positively to constructive suggestions from administration and/or faculty.		
Employee's Professional Characteristics:		
1. Demonstrates self-control and good judgment. Uses professional discretion and tact in communications concerning school or staff.		
2. Demonstrates promptness and dependability in carrying out assignments.		
3. Follows established policies of school and district and works through appropriate channels. Attends required college and district meetings.		
Employee's Professional Improvement:		
1. Maintains professional competency through participation in either college classes, institutes, conferences, workshops or through work experience.		
2. Supports and has interest in professional organizations related to the instructor's field.		
3. Endeavors to implement improvement suggestions. Implements changes to reflect new trends in field or profession.		
Other-Special Areas For Evaluation May Be Established:		
1. At the time they are established a letter explaining the reasons for them must accompany the committee report.		
2.		

Tenure Recommendations:

(If applicable)

Tenure _____

Continued Probation _____

Non-Tenure _____

EVALUATORS

_____

_____

_____

_____

_____

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

_____

Employee's Signature Date

APPENDIX B.1

TENURED ACADEMIC EMPLOYEE PERFORMANCE APPRAISAL INTERVIEW FORM

Faculty Name_____ Department_____

Administrator Name_____

Date_____ Last Appraisal Date_____

Assessment Materials Received:

a. Self-Assessment Date_____

b. Professional Activities Report Date _____

c. Tentative Professional Development Plan Date_____

d. Professional Assessment(s) Date_____

I. Areas for Development:

II. Areas of Strength:

Performance Appraisal Interview, Page 2

III. Professional Development Plan: (This is to be formed through consensus using the faculty tentative professional development plan. The administrator should also include any action to assist the employee where that is perceived desirable.)

IV. Immediate Administrator Comments: (optional)

Immediate Administrator Signature _____

V. Faculty Member's Comments: (optional)

Faculty Signature _____

Original: Faculty Member Copy: Immediate Administrator

APPENDIX C

ADMINISTRATIVE PROCEDURE FOR DISMISSAL, RIF

	TITLE	REFERENCES	ACTIONS
	Pre-Alert	Article X, Sec. 2.	CEO notifies affected employee(s) and AHE president.
STEP I	Sufficient Cause	Article X, Sec. 1.	CEO determines if sufficient cause for RIF exists. Uses recommendation and materials supplied by president, appropriate dean, division administrator.
STEP II	Order of Layoff	Article X, Sec. 4.	CEO in consultation with unit administrators reviews to determine affected employee(s).
STEP III	Association Notice	Article X, Sec. 3.	CEO notifies AHE of extent of RIF, cause, and affords opportunity to suggest alternatives.
STEP IV	Conference with Affected Employee(s)	Article X, Sec. 3.b. and c.	If cause is a., b., or c. of Article X, Sec. 1. (cause d. requires State Board to first determine RIF need), CEO meets informally with employee(s) to discuss proposed RIF and receive suggested alternatives such as reassignment, leave of absence, retirement, resignation, etc. AHE notified of meeting at least one (1) work day prior to meeting.
STEP V	Dismissal for Sufficient Cause	Article X, Sec. 3.d.	CEO determines if sufficient cause exists to proceed with dismissal of employee(s).

ADMINISTRATIVE PROCEDURE FOR RIF (Continued)

	TITLE	REFERENCES	ACTIONS
STEP VI	Dism ssal Procedure	Article IX, Sec. 2.	CEO serves written notice of cause to affected employee(s) and the AHE and provides copies to members of dismissal review committee.
		Article IX, Sec. 2.	Notices to include statements as called for in Sec. 2.a., b., c., d., and e.
		Article X, Sec. 6.b.	The fifty-five (55) days, seventy-five (75) days, or ninety-five (95) days begin with the acceptance of the terms of the reduction-in force by the affected academic employee(s) as detailed in the CEO's written notice of dismissal (cause) but no later than ten (10) calendar days after the issuance of the CEO notice of dismissal.
		Article IX, Sec. 4.b.	Establish district dismissal review committee by October 15.
			Employee has ten (10) days to request a hearing. (CEO request in writing on 7th day.)
STEP VII	Hearing Not Requested	Article IX, Sec. 2.	CEO notifies dismissal review committee and Board of Trustees of employee's waiver of hearing.
	Hearing Requested	Article IX, Sec. 3.	Rights considered.

ADMINISTRATIVE PROCEDURE FOR RIF (Continued)

	TITLE	REFERENCES	ACTIONS
		Article IX, Sec. 6.	Hearing officer appointed. Conduct hearing; submit findings, conclusions and recommendation to Board of Trustees, CEO, and affected employee(s).
STEP VIII	Board Decision	Article IX, Sec. 7.	Board makes final decision. Termination letter issued in accordance with Article IX, Sec. 9.
STEP IX	Decision Not Appealed	Article X, Sec. 6.b.	See Step VI.
	Decision Appealed	Article IX, Sec. 8.	Academic employee(s) appeals to court pursuant to RCW 28.B.19.150.
STEP X	Termination	Article IX, Sec. 9.	Dismissal for sufficient cause is effective the date of notification by Board of Trustees.
STEP XI	Recall	Article X, Sec. 7.	Employee(s) has right of recall in reverse order for three (3) years and notification to other employers of reasons for RIF and qualifications of employment.

APPENDIX D

AHE DEPARTMENT CHAIR ELECTION POLICY

1. Elected department chairs will serve three (3) years. The appropriate administrator shall call an election at the end of three years or within thirty (30) days as vacancies occur following the AHE Department Chair election procedure.

2. If a permanent vacancy (i.e. resignation, illness, etc.) occurs, an election will be held with the elected chair serving for the remainder of the quarter, if applicable, plus a three (3)-year term.

3. If a temporary vacancy occurs due to extended illness or granted leave, the AHE President shall be notified and the Assistant Dean shall call an election. The elected chair will serve during the vacancy only.

4. Only full-time tenured academic employees from the department are eligible for election to the position except for cases when no tenured academic employees apply or are available.

5. All voting will be by secret ballot, with the appropriate administrator and AHE President or their designee(s) tallying the votes. Members of the department will vote for their top choice. If no academic employee has a majority of the votes cast, the two (2) top-ranked candidates will then be listed in alphabetical order on a final ballot.

6. In the case of a tie vote, a second ballot will be prepared, and a vote taken within five (5) working days. In the case of two (2) tie votes, the assistant dean and the AHE President shall determine the winner by a flip of a coin in the presence of the two (2) candidates.

7. The successful candidate, the college president or executive dean, and the Personnel Department will be advised in writing of the election results by the assistant dean.

8. Department chairs can be re-elected for an indefinite number of terms.

9. A recall petition signed by a majority of the department members will result in a new election any time after the elected department chair has begun serving the term of office.

10. All academic employees who are assigned* to the department shall be eligible to vote. Any member of the department who has been denied tenure or a probationary employee who has submitted a letter of resignation shall not be eligible to vote. In the event a member of the department is on a professional leave or leave of absence, the member will be contacted by phone by the AHE President or his designee and the member's vote recorded. The replacement for the employee on leave is not eligible to vote. Full-time tenured or tenure-track academic employees not assigned to the department but who have taught one-third of a load (annualized) for the previous three quarters (excluding summer quarter) will be eligible to vote. Hourly academic instructors who have fifty (50) percent of a full load (annualized) for the previous three quarters (excluding summer quarter) shall have a full vote.

*A department assignment list will be developed and distributed by November 1 of each year with the RIF lists. Until this list is developed, department assignment will be based on the academic employee's professional appointment contract.

AHE DEPARTMENT CHAIR ELECTION PROCEDURE

1. The appropriate administrator will notify the academic employees in the department and the AHE President of the pending election according to the following schedule:

STEP 1. NOTIFY MEMBERS: A written notice that a vacancy exists shall be sent to all members of the department.

STEP 2. APPLICATION FOR ELECTION: Eligible members of the department must submit in writing within five (5) working days of notification (STEP 1) a request to be placed on the ballot.

STEP 3. DISTRIBUTION OF BALLOTS: Ballots must be prepared and distributed by the appropriate administrator to qualified members within three (3) working days of application (STEP 2).

STEP 4. RETURN OF BALLOTS: Ballots must be returned in a sealed envelope to the appropriate administrator within three (3) working days of distribution (STEP 3).

STEP 5. COUNTING OF BALLOTS: Ballots will be counted within one (1) working day of their return (STEP 4).

STEP 6. NOTIFICATION OF RESULTS: The appropriate administrator shall report in writing to the department members and the college president or executive dean the results of the election within one (1) working day of counting (STEP 5).

APPENDIX E

GRIEVANCE REPORT FORM

DISTRIBUTION OF THIS FORM:
1. Chief Executive Officer
2. College President
3. Immediate Supervisor
*4. Personnel Office
5. AHE
6. Grievant

*Disposition of original signed copy
Copies of the Grievance Form are available from the AHE Grievance Committee

_____ _____
Name of the grievant Date filed

_____ _____
Assignment Building

STEP I

A. Date alleged grievance occurred_____

B. 1. Specific factual basis of grievance_____

_____

_____

_____

2. Specific provision(s) of contract allegedly violated_____

_____

_____

_____

3. Remedy sought_____

_____

_____

_____

_____ _____
Signature of the grievant Date

_____ _____
Signature of the AHE representative Date

(OVER)

C. Date received by the college president _____

D. Disposition by the college president _____

_____

_____

_____ _____
Signature of the college president Date

E. Position of the grievant and the AHE _____

_____

_____

_____

_____ Step I answer satisfactory _____ Step II review desired

_____ _____
Signature of the AHE representative Date

STEP II

A. Date received by the Chief Executive Officer or his designee _____

B. Disposition by the Chief Executive Officer or his designee* _____

_____

_____

_____

_____ _____
Signature of the Chief Executive Officer Date

C. Position of the grievant and the AHE _____

_____

_____

_____

_____ Step II answer satisfactory. _____ Arbitration requested.**

_____ _____
Signature of the AHE representative Date

*Add additional page, if necessary
**Requires signature of the AHE president or his designee

APPENDIX F

WORKLOAD ADJUSTMENT COMMITTEE

A Workload Adjustment Committee will be established to consider specific problems dealing with workloads and to make recommendations as to equitable solutions to those problems. Such problems may include but are not limited to 1. a claim that a workload is too heavy or too light in a given department, or 2. a claim that a factor not recognized in the master contract should be established for a given department or for an individual whose assignment is unique.

Section 1. Representation on the Committee

The committee will consist of five (5) academic employees and five (5) administrators representative of instructional programs throughout the district.

a. The AHE shall appoint the academic employees and the CCS shall appoint the administrators. Neither party shall have any control over the selection of the representatives of the other party.

b. Initially, two (2) administrators and two (2) academic employees will be appointed to one (1)-year terms, and three (3) administrators and three (3) academic employees will be appointed to two (2)-year terms, effective fall 1988. Subsequent appointments will be for two (2)-year terms.

c. On the grounds of conflict of interest, any committee member may disqualify himself from dealing with a given problem, and in such cases, an alternate will be appointed. S[illegible] the appropriate authority may disqualify one or more of its [illegible]tees. [illegible]es of d[illegible]ons and substitutions, every effort will be [illegible]e to maintain consistency and continuity in the membership of the committee.

Section 2. Preliminary Procedures

Prior to consideration by the Workload Adjustment Committee, workload problems will be discussed with the appropriate administrator who will take steps to notify any other administrator(s) whose program(s) might be affected. Every attempt will be made to solve the problem within the confines of the master contract at this level. Failing resolution, the problem will be presented to the appropriate instructional dean(s). Failing this second step, the problem will be presented to the committee.

Section 3. Committee Procedures

a. The committee will act only in response to written requests from department chairs, assistant deans, or individual academic employees (i.e. those most directly in contact with the actual working situations). Such requests will state the specific workload problem, the suggested remedy, and the reasons why that remedy is just. The committee may, at its discretion, decide on the order in which it will deal with requests, or it may reject requests that are not adequately prepared. The person initiating the request will make copies available to the affected academic employee(s), the assistant dean, other appropriate administrators, the college president or executive dean, the AHE president, and the CEO.

b. Each year operating timelines for the committee will be agreed upon by the AHE and the CCS. Written requests not submitted by the convening date will be held until the next academic year, unless mutually agreed to by the AHE and the CCS.

c. The committee will solicit information and opinions from interested parties through hearings and/or other methods it deems appropriate. It will consider any relevant information, for examples, projected budget impacts, recommendations of professional organizations, or comparisons with similar programs at other institutions. Its task will be to arrive at a recommendation that is equitable, in the best interests of the district, and in the best interests of the instructional program. The recommendation may include provisions for phasing in a change over time in order to reduce the immediate impact on the budget.

d. The committee's recommendation will be based on the information gathered and will include the reasons for the recommendation. Seven of the committee members must concur in this recommendation. If no committee recommendation is made, the committee will issue a report outlining why it cannot reach agreement.

e. If the committee does not reach an agreement on an issue, the workload in question will remain unchanged. The request may be submitted for reconsideration at a subsequent convening of the committee.

f. If the committee does reach an agreement on an issue, the recommendation will be submitted to the AHE Executive Board and to the CCS Executive Committee. If either party cannot accept the committee's recommendation, it will return the issue to the Workload Adjustment Committee with written rejection or suggestions for changes. If changes are suggested, the committee may redraft its recommendation and resubmit it.

Section 4. Implementation

Upon agreement, the recommendation may be implemented in one of two ways:

a. The CCS and the AHE will sign a memo of understanding implementing a workload change; or

b. If the contract is open for negotiations, the recommendation will be written in contract language and included in the new master contract.

SPOKANE

Sept.'88-Aug.'91

MASTER CONTRACT CHANGES FOR NEW 3 YEAR CONTRACT

1. **Article III Section 3**
   Clarifies who to report unsafe working conditions to, and requires publishing and updating of safety requirements.
2. **Article III Section 7**
   Provides in-service training at no cost to employee.
3. **Article III Section 11e**
   Salary distributed over 12 months from special account.
4. **Article III Section 14**
   Clarified that tuition and fee waiver applies to all full-time employees including out-of-state residents.
5. **Article III Section 15**
   Added paraprofessionals instructional activity must be under direction of an academic employee.
6. **Article III Section 17**
   Commitment for faculty office space.
7. **Article III Section 19**
   Designated parking with improved enforcement and limited to faculty only.
8. **Article IV Section 2**
   Reduced workload for allied health.
9. **Article IV Section 3h**
   Full-time faculty given preference for part-time and summer school assignments provided qualifications are met.
10. **Article IV Section 4**
    Assignments requiring s[illegible]it shifting will [illegible]ased on seniority provided qualifications are equal.
11. **Article IV Section 5**
    Summer day counts as 1.375 days for contract purposes.
12. **Article IV Section 6**
    May work summer quarter in lieu of another quarter.
13. **Article IV Section 7**
    Removed language requiring administration assignment of non-instructional days.
14. **Article V**
    Clarification of sick leave benefits.
15. **Article V Section 1**
    AHE notification of vacancies and transfers.
16. **Article VI Section 2**
    Two personal leave days may be taken in one quarter. Outside assignments can be given when leave days are taken.
17. **Article VI Section 8**
    Gives priority to retraining leaves and association involvement in terms of such retraining leaves.
18. **Article VII Section 4**
    Released time for association representatives at board meetings.
19. **Article VII Section 13**
    Association can reimburse the district for additional release time for AHE president.
20. **Article VII Section 13**
    Association release days increased from 10 to 15.
21. **Article VII Section 13**
    1/3 released time for 5 negotiators during spring quarter when entire contract is open.

22. **Article VII Section 14**
Agency shop provision for full-time faculty only with re-opener first year to negotiate for hourly employees.

23. **Article VII Section 15**
District to provide AHE office at prevailing rental rate.

24. **Article IX Section 4**
Changed language to elect dismissal committee fall of each year and prevents immediate administrator from serving on committee.

25. **Article X Section 2**
Program pre-alert prior to R.I.F.

26. **Article X Section 4**
Combined AD and practical nursing.

27. **Article X Section 6b**
Variable severance pay:
55 days 1 - 9 years
75 days 10 - 19 years
95 days 20 years +

28. **Article XI Section 1**
Department chair election and eligibility requirement added to contract.

29. **Article XI Section 3**
Department Chairs can purchase up to 1/3 release time from stipend with mutual agreement of appropriate administrator.

30. **Article XI Section 6**
Department chairs for counselors and librarians effective fall 1989.

31. **Article XIII Section 1**
Added tenured academic employee assessment procedure to contract. Procedure was referred to in old contract but not included.

32. **Article XIII Section 3**
Administrative performance evaluation of tenured academic employees. Modifications to policy include:
-Written documentation required that attempts have been made to resolve problem(s).
-Quantified pattern of student complaints to be 3 quarters or more
-Specified accreditation evaluation complaints must be under control of faculty member.
-Gives examples of failure to fill contract obligations required written documentation and added time limit of 30 days for administrator to respond.
-Requires formalized training for committee members.
-Provides that all documents are destroyed if evaluation committee finds no problem exists.
-Requires district to provide funds for any improvement plan.
-Provides for association involvement if requested by academic employee during review of summary evaluation statement.
-Removed provision that allowed summary evaluation statement be placed in employee's personnel file.
-Provides for destruction of all materials after a three year period if there is no reoccurrence of the problem.
-District must commit necessary resources to assure identified improvements can be accomplished.

32. **Article XIV Section 1b**
Specifies 3 members from program shall be included on screening committee.

33. **Article XVI Note 2**
Retirement bonus of $1000.00 per year for maximum of 2 years with notification.

34. **Article XVII Section 1**
Add hiring requirements for dual certified academic employees - masters plus vocational certification.

35. **Article XVII Section 2**
Adds new salary schedule placement criteria effective fall 1988.
Allows new employees to be placed at STEPS 5 thru 14.

36. **Article XVII Section 3**
b. Limits seniority moves to 1/2 remaining STEPS to reach STEP 17.

37. **Article XVII Section 3c**
If placement on District 17 salary schedule is higher than placement on state hypothetical salary schedule the contract will require earning and documenting 15 PIV's every 5 years to remain eligible for salary increases.

38. **Article XVIII Section 1**
Add mediation STEP prior to arbitration upon mutual agreement.

39. **Article XVIII Section 2**
Increases time lines for filing grievance from 15 days to 25 days.

40. **Article XX**
Removed collaborative language.

41. **Article XXII**
Removed reference to adjunct employees.

42. **Article XXII Section 2d (2)**
Provides for sick leave accrual for hourly employees teaching 50% of a contact load (day on campus) at the rate of 10% of contact hours.

43. **Article XXII Section 2e**
Reduction criteria now applies to all hourly employees.

RATIFICATION BALLOT

Ratify new Master Contract as negotiated effective Sept. 1, 1988 thru Aug. 31, 1991

YES _____ NO _____

Return to Jim Schroeder by 2 p.m., Friday, June 10, 1988.

ERIC Clearinghouse for Junior Colleges
DEC 31 1991